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Subject: Fwd: CONFIDENTIAL COMMUNICATION TO US ATTORNEY ERIC BRADFORD - WITNESS STATEMENT AND SUPPORTIVE EVIDENCE PROFFER

From: Nicholas Fiorillo <nfiorillo@gotspacedatapartners.com>

Date: Wed, Mar 09, 2022 1:32 am

To: eric.k.bradford@usdoj.gov, smasterson@sdmlawgroup.com, Kevin Salvaggio <Ks6@cox.net>, Nicholas Fiorillo <metrowestrealty@yahoo.com>

Attach: BBOHELLMAN v2-converted affidavit.pdf
GSDP Quinn Removal Stakeholder Letter 11-2-21 v2.pdf
Fiorillo - Aff ISO Motion to Disqualify (1).pdf
Tom Quinn 9-14-21 Gmail - Gotspace Funding of 12.pdf
BBOHELLMANUS1stC.pdf
McLaughlin Dec 6.pdf

Attorney Bradford,

As you have conclude the 341 hearings of the debtors, we provided the court, to the best of our ability, answers to your questions about the corporate debtors financial affairs, corporate objectives and outlined the intended forward path to complete the two chapter 11 reorganizations that you are overseeing for the trustee. We are confident the corporations will be able to successfully complete their chapter 11 plans of both debtors, Ocean Development Partners and Gotspace Data Equity Fund. However, we are in desperate need of judicial intervention from the United States Government to protect the assets of the Debtors and it's closely held affiliated corporations, in order to insure the successful reorganization of the debtors for the benefit of the legitimate creditors and the debtors themselves.

We ask that you please keep our communication in confidence as such information contained in this email being circulated to the outside world will put lives at risk. I am trusting you will uphold the same attorney client privileges maintained between Attorneys Shawn Masterson, Kevin Salvaggio and yourself as US Attorney for the United States Government. The evidence presented to you today, if leaked out, will in no doubt, raise the level of risk upon the life and safety of my wife and children and myself.

As you have requested more information from us, in order to help you determine the validity of these certain suspect creditors, Raymond C Green Trust and S & Q Data claims, we are also providing detailed information about whom is really hiding behind the guise of the so called legitimate creditors, that are really in charge of this criminal enterprise, that is operating under your watch. Whereas Ray Green, Peter Spitalny, Thomas Quinn and Stuart Bornstien aka the "RGSQB" Enterprise, have been conspiring to undermine our chapter 11 reorganizations and have refused to stop their criminal acts against us. We are providing you this communication, in hopes to shine a spot light on these bad actors, that are attempting to illegally foreclose on the debtors assets and usurp many millions of dollars in cash and valuable real estate and development profits, away from the debtors and our legitimate creditors of the estate. Please review the investigative corporate findings, corroborating evidence, court documents, electronic recordings, email communications and various supportive affidavits and tribunal complaints, the debtors and myself have proffered and now hereby have submitted to you in your capacities as US Attorney, that is overseeing the debtors cases.

**Notice to US Attorney Eric Bradford of Corporate Debtor(s) ODP and GSDEF,
Nicholas Fiorillo, Investigative Findings, Corporate Actions taken to protect the**

Exhibit, Page 2 of 54
**Estate(s) and closely held affiliate Corporation(s) Submitted to the United States
Government**

As you had been previously informed on the record, since the filing of these two bankruptcies and at the multiple 341 hearings. I have been in fear for the life and safety of my family and myself, since the creditor's predatory conspiracy to extort me began. Our debtors and our closely held affiliate corporations and myself individually, have been victims of sophisticated and unlawful "Hard Money Loan to Own" syndicate that has been operating in New England for a matter of years. The ring leaders of this unlawful racketeering group, are previously convicted felons, reputed Jewish and Italian mafia associates, confidence men, embezzlers and fraudsters. We are providing you explicit details and corroborating evidence to support our allegations, that these purported suspect creditors and their claims against the estate are nefarious in nature, unsubstantiated, fraudulent and clearly usurious. These such creditors have not even bothered to file a valid claim, provide any proof their notes are even enforceable or credit upwards of \$12.5 million dollars in the last 18 months, that has been paid back and/or retired by the debtors and their related entities, to the benefit of this criminal enterprise.

RGSQB Enterprise Failure to Provide Payoff(s) & Per Diem-Accounting of Debts Due or Owing. Peters, McLaughlin, Hellman Neggos, Rier - Refusal to Provide Pay Offs or Honor Safe Harbor Settlement Agreements - Extortion by Threats of Violence of Former Attorney(s) to Pay Up & Turnover Assets – Whistle Blower Retaliation Obstruction of Justice Claims - BBO

The groups lead consigliere's McLaughlin, Peters, Reir and Hellman's, continued threats to "sink our ship" and "bomb & blow up" our companies, every time we ask for a pay off or look to discuss settlement, is clearly obstructionistic intimidation to extort the collection of their usurious debts and legal fees. This criminal group and it's attorney's, set out from the onset to "loan to own" the debtors assets and financially ruin our interrelated corporate affiliates and myself personally. They will stop at nothing until they silence the "Whistle Blower" and financially bankrupt the estate and the individual guarantors. Where the Ring Leaders and their attorney's, in their attempts to take control of Gotspace Data Partners and ODP/ODP1, and cover their embezzlement crimes, have made multiple threats to kill, shoot with guns and "blow up" Nicholas Fiorillo. They continue to conspire and tortuously interfere with various digital infrastructure, luxury real estate and self-storage development businesses on a daily basis. Where if, I do not surrender, sign egregious gag orders and release legal claims against these individuals, that could be upwards of \$100,000,000 million dollars in actionable claims, that the debtors and it's affiliates have against the RGSQB Enterprise and all it's associates, certain financial ruin and threats on my life will be carried out.

As we stand here today, we are still yet to receive an accounting of any sort, that reflects what we owe, nor have we received a true and accurate pay off from these alleged creditor's and they have yet to file any proof of claims in our bankruptcies. These suspect creditors are now demanding upwards of 300% interest and are attempting to usurp tens of millions of dollars in property and monies not due them. They have launched a criminal attack on our closely affiliated corporations and personal guarantors, and have demanded unconscionable rates and are extorting hundreds of millions of equity in property that our companies posses. The numerous extortion attempts and conspiracy to tortuously interfere, or else turn over property and money that has been perpetrated by member of the enterprises, coupled with numerous threats of bodily harm and continued tortuous interference and illegal foreclosures attempts, "pay up and turn over or else". We can not continue to stay quite and not seek the protections of law enforcement any longer because of the continued and ongoing threats from the members of this group, to kill, shoot, assault,

**Corporate Debtors - Closely Held Interrelated Affiliates of the Estate(s) are Under
Attack by Suspect Creditor's – Successful Reorganization(s) of the Debtors is being
obstructed by the RGSQB Enterprise Conspiratorial Criminal Extortionistic Actions**

As you have now determined, the debtors and their closely related corporations have an equitable interest in over 1000 acres of land contracts, in the state of Connecticut and over \$5,500,000 dollars in good faith deposits and cash, that have been capitalized into the data development opportunity for equitable benefit to the debtors. Every "bad acting attorney" for the creditors in our bankruptcies, know for certain, as do you, they debtors are 300% over collateralize in cash at CATIC, coupled with the land contract equity, wherein they are 1,000,000 % over collateralize, there is ample equitable benefit available to the debtors to assist in their reorganizations. In addition, you have now discovered that many other properties, such 18 Mill Street, Southbridge, 70 Winter Street, Worcester, 39-41 Terrace, 188 Mount Vernon, Newton, 3 Kales Way, Harwichport are all interrelated co-guarantors and pledgers of collateral in these bankruptcies.

Where it is "crystal clear" that Peters, McLaughlin, Hellman, Reir and Neggos, are the running their illicit "legal shell games" as they continue to conspire to extort their illicit legal fees and forward the enterprise "loan-shark-to-own" schemes in attempts forward the objectives of the RGSQB criminal group. Their actions are harming the debtors and their estates, related companies, partners, property, businesses and myself individually and you must come to the debtors aid immediately. The RGSQB Enterprise is clearly working as a well oiled sophisticated predatory loan sharking machine, and it's blatantly obvious these "bad actors" and their consigliereous group of attorney's are after the 1000 acres of land in Connecticut, the self-storage portfolio and the luxury development assets and the millions of dollars in potential profits due the debtors through their equitable and closely related corporate affiliates.

**November 2021 Notice to the RGSQB Enterprise Consigliere(s) Desist - Attorney
Kevin Salvaggio's contact with the US Federal Authorities to Report Unlawful Debt
Collection and Threat(s) on Nicholas Fiorillo's Life**

The Debtors and myself have been very vocal to all involved, since at least mid summer 2021. I felt the need to contact the federal authorities about what had transpired and was in fear for life and safety of my family and myself. In September 2021, I engaged Attorney Kevin Salvaggio and during his initial and now detailed case intake and subsequent investigation and review of our actionable causes against the RGSQB, he felt it best to make an inquiry with the US Attorneys Office in Rhode Island. He has provided the authorities with hard evidence and confidential investigative report findings, communications and recordings that prove that debtors and our affiliated companies and myself have been victimized, extorted, threatened with bodily harm and unfairly prosecuted at the hands of the RGSQB. Where all the evidence proves out, over a matter of many months and years, the RGSQB is in fact a criminal predatory loan sharking enterprise and operating in violation of R.I.C.O. 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT & 1933 SEC -Dodd Frank ACT

Attorney Salvaggio maintains, I am victim of a continuing criminal racketeering enterprise and we must stay vigilant and on guard on every level. Where I have consistently noticed all concerned parties, as well as you, I was in fear for my life, in hiding and dealing with the emotional duress of the specific threats upon my life and family and businesses, from the various individuals operating with the RGSQB Criminal Enterprise. As of this moment, I am gravely concerned for my physical and financial well being and the continued and outright extortion attempts from the RGSQB Enterprise where if I do not pay over millions of dollars in cash and properties not due or owing the criminal enterprise, I will be killed. We need the protections of the United States Bankruptcy Court and your help to keep the RGSQB Enterprise at bay, until we can reorganize our financial affairs.

Where these despicable members of the RGSQB Enterprise and their attorneys, clearly are acting in a consorted effort to forward their own self-dealing legal fees and forward the criminal objectives of the enterprise. It is known, as I warned all of the consiglieri soldiers of the RGSQB, and served proper notice to their law firms and in some cases filed grievances at the tribunals against these attorneys, conspiring with the other bosses, captains and lower members of the RGSQB Enterprise. These Attorney's know or should have known, that such illicit loansharking and predatory collection activities that were on going are illegal and criminal in nature, where they to, under Reves can become liable and subjected to federal prosecution for their aid and abetting of this criminal group for their role in the collection of usurious debts. Where some or all of the other current and former attorney's in their specific states, will be either identified in our formal complaints to the Board of Bar Overseers in this state or others. Please remember this group collectively has been fired by 6 different legitimate law firms, immediately after we informed their counsel, they were representing reputed gangsters, loan sharks, convicted felons, money launders and fraudsters. Where at least 3 of the ring leaders of the RGSQB Enterprise, continue to be on United States Governments "Watch List" of white collar criminals.

It is **CRYSTAL CLEAR** the RGSQB Enterprise is using multiple guise(s) of lawful debt collection actions, in numerous courts, to achieve the enterprises unlawful and criminal loan sharking objectives, to harm the debtors and others. The Enterprises intent is not genuine nor lawful on any level and this groups sinister objectives have been to criminally extort, physically threaten, illegally foreclosure, embezzle and usurp tens of millions of dollars and valuable real estate and land contracts that is not rightfully due or owing the RGSQB Enterprise.

**Notice to US Attorney of Disqualification, Conflict - Obstruction Warning to
Attorney's Peters, Rier, Neggos Identification of Predicate Acts Committed Against
Debtors and Close Affiliate of Debtors- Notice R.I.C.O. 18 USC Ch. 96: RACKETEER
INFLUENCED AND CORRUPT ORGANIZATIONS ACT Adversary Proceeding Against
Creditor's and Former Counsel**

I am pleading for the US Attorney to advise the trustee, to file the appropriate motions, under and emergency basis, to immediately disqualify all attorney's that are representing the RGSQB. You must extend the automatic stay provisions, beyond the two corporate debtors to protect the assets of the estate and provide "safe harbor" to the related co-guarantors and reach and apply defendants. You must protect the assets of the debtors

Case 22-10044 Doc 53-1 Filed 03/14/22 Entered 03/14/22 23:12:02 Desc Exhibit
from the RGSQB Enterprise and allow the debtors time to amend their schedules, file their
plans of reorganization and put their plan in place to repay their legitimate creditors.

Exhibit Page 5 of 54

The attached evidence clearly lays out the interrelation of the conspiratory efforts of the of these suspect creditor's unlawful debt collection activities they have perpetrated against the debtors. Raymond C Green, the Spitalny Family and the other criminal associates of the "RGSQB" Enterprise and their army of "busted out" Consilegril's, are all working together, in perpetrating a multi-jurisdictional fraud upon the courts with their "loan-to-shark-own" scheme against the debtors, their closely related affiliate company's and myself individually, as you know that I have co-guaranteed or pledge collateral on the behalf of the debtors.

I am pleading with you as the US Attorney for the United States Bankruptcy Court to immediately expand the automatic stay protections afforded all debtors, corporate officers, and their closely related corporations and related guarantors and give us the time you promised the debtors you would allow in order to amend our schedules.

We are also requesting you immediately file motions to disqualify Attorneys, Peter's, Neggos, Reir, Gilligan, Greene, Hellman and put on notice any former attorneys, that have worked for the RGSQB Enterprise, that they are barred from entering an appearance in these cases.

Attorney Bradford please immediately let us know by 10 am this morning, that you intend on notifying your superiors at the US Attorney's office about our communications to you about these matters and please forward their contact information along to Attorney Masterson and Attorney Salvaggio.

Sincerely

Nicholas Fiorillo

MORE DETAILED AND ITEMIZED PROFORMA OF EVIDENCE & DOCUMENT SETS DO BE FORWARDED, SMALL CALL EXCERPTS WITH BRIEF SYSNOPSIS OF FEDERAL CRIMES:

EXTORTION, THREATS OF BODILY HARM, AND DEMAND FOR REPAYMENT OF USURIOUS

MONEYS NOT DUE OR OWING AND TURN OVER OF COMPANY STOCK AND ASSETS, AND I.P. - DETAILS OF TORTIOUSLY INTERFERING WITH PUBLIC OFFICIALS AT THE DIRECTION OF THE RGSQB ENTERPRISE

Call Excerpts of Ray Green's continued extortion to embezzle and usurp a \$1 million dollar " lot" of from the Debtors, Ocean Development. Continued extortion to collect upwards of 300% interest, not do or owing RCG from Connecticut GS Data Development and to pay up and turn over an additional \$4.5 million dollars not due or owing or else loose family home and Newton and CT Development projects. Ray Green acknowledgement, The Debtors are not required to make monthly interest payments. Ray Green's confession that he is committing criminal extortion of my family home by means of his illegal foreclosure rouse. Our family at 3 Kales Way, Harwichport MA, is still under threat of illegal foreclosure and is a closely related affiliate trust of the Debtor, as the family home was pledged as additional collateral to the Ocean Development and Ocean Development Precinct 1, loan documents.

 **RCG EXTORTION.m4a**

Call Excerpts of Stuart Borstien confirming he is conspiring with the Spitalny Family, Thomas Quinn and their attorneys and eludes and threatens to tortiously interfere with Gotspace Data and Ocean Developments political plans town meeting hearings and other political assets, that he purports that Quinn and he control to develop data centers in CT. Where he states if I do not agree to give up over 90% of Gotspace Data and Ocean Development to him and the Spitalny Family, he tells me they are coming at me with guns and they are coming after the \$20 million dollars of equity in the Gotspace Self Storage assets if I do not sign the company over to him and the Spitalny Family.

 **New Recording 71 2.m4a**

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268 Newbury Street, Fourth Floor, Boston, MA 02116-2424 Tel: (617) 739-9700 Fax: (617) 739-8484

Neil Kreuzer, Esq.

**Disqualification Notice to George McLaughlin III & McLaughlin Brothers, PC
by Client, Nicholas Fiorillo and Gotspace Data Partners, LLC and Affiliate
Companies and Demand to Turnover Malpractice Carrier Contact and Policy
Coverage Limits**

December 6, 2021

Dear Mr. McLaughlin,

Please be advised we continue to firmly establish that you and your law office appear to have perpetrated a sophisticated criminal racketeering conspiracy against my client over a matter of years that continues to harm my client both physically, punitively and financially, by and through, but not limited to, your direct and indirect tortious and tactical hunting for clients that are adverse to my client. Your behavior most recently has risen to a criminal level, for the sole purpose to harm my client financial and now physically, in your now quite obvious failed attempt to silence and destroy him and his companies in your sophisticated "cover up" for your own benefit and bank account. Your "sneak, search, swindle and destroy" evil game of checkers has gone on for far too long and your new found and now all lost, former clients, have left you holding the bag.

My client believes, and now after I have been in multiple discussions with his outside malpractice attorney's and other legal team, I steadfastly agree with all of them, that your blatant conflicts with Gotspace Data and your laughable position you have attempted to take up with all the usual suspects, like Quinn and the FO from Albany, continue to support Nick's and his companies position, "George is a narcissistic, unstable, unlawful person that should be disbarred immediately" and "His convenient, self-serving selection of former clients, he hustles into hiring or firing and always eventually stealing from them" has gone on long enough. We continue to believe unequivocally the Board of Bar Overseers and your malpractice carriers and their attorneys will see it our way as well.

You and your firm's negligent actions continue to unequivocally disqualify you and your firm from taking any adverse position against my client and any of his affiliated companies. For a matter of multiple years, you have perpetrated a pattern of tactical legal malpractice against my client and his numerous real estate development companies, purchase contract rights, ownership of and substantial financial investments and your petty attempts to usurp from him many of his attractive real estate

development deals and income producing properties. All of which have caused over \$50,000,000 losses of property interests and investment income and value add opportunities, which you continue to conspire to defraud, extort, and continue to threaten to murder my client, if he did not keep his "mouth shut" as you and your associates continue to steal my client's monies, property and contract rights to purchase of his multiple properties in the states of Connecticut, Massachusetts, Rhode Island and New Hampshire.

Most recently, you and Quinn have continued to tactical direct, all the usual suspects as you comically attempted to take up arms with against my client, for now the third time. You are now hereby barred in taking any adverse position, controversy, or dispute involving Nicholas Fiorillo, Gotspace Data Partners, or any of his associated entities.

You were disqualified back in September, where you telephoned Mr. Fiorillo, trying to perpetrate your shake down and exploitation of his confidential disputes and claims he had proffered up during your calls with him, in your attempt to continue representation of him. As we now know your existing client initially confided in you as you pressed for more and more strategic information to see how you could bully your way into yet another deal of my his as Nick says, Mc Laughable. As we have earlier notified you, Mr. Fiorillo exposed you and put you on notice that day, that he conflicted you out and demanded you immediately disqualify yourself from getting involved with any of the bad actors adverse to him. You baited him into disclosing strategic privileged attorney-client information to his detriment, that your former clients and you now have attempted to use against Gotspace Data and Gotspace Storage and my clients many other real estate and financial investment holdings.

You previously acted as Mr. Fiorillo's attorney and continue to be his over-reaching expressionistic partner in multiple real estate opportunities. You conned my client into believing you were acting as his attorney with his best interest in mind. I happen to agree squarely with my client, as Nick says, "Mr. Mc Laughable is crazy to think he could push his luck any further and not end up being defrocked and disbarred and getting sued for millions in malpractice." I find it extremely alarming that you believe that you can take any position on any level involving Mr. Fiorillo's business interests, when he has now quite publicly exposed, disqualified, and has uncovered your most recent ulterior motives and further conspiring of sorts with Quinn and the Spitalnys and the latest boondoggles with Gotspace Data. Your now clearly tortious and deficient and quite libelous, so-called demand letter you penned for Quinn, demanding that he be restated, is petty and extortionistic in nature. When your ludicrous demand was not met, ordering Quinn to email out your laymen demand on Attorney Fasano was priceless and shows clearly you have come to the end of your your lawless law carrier. I am curious to think what made either of you believe, Attorney Fasano, would turn over any privileged and proprietary attorney-client information to your bad acting former clients? (see attached)

Most recently, we have been in contact with multiple sellers and their attorneys, along with Ray Green and his CT counsel and have been informed that, you yourself and multiple former stakeholders and their associated bad actors have been up to their old

tricks again. Your conspiratorial directing of your former clients and the checker board moves you keep getting crushed on, as you attempt to undermine our multiple purchase contracts and further conspiring with Raymond Green to tortiously “blow up GSDP forward objectives” are as would Nick would say “These Checker Playing Idiots think they can get away with acting like a bunch of loan sharking Mafia Thugs, is Priceless”. We have also been told you have been conspiring with owners of the Verde Company as well and are plotting another conspiratorial attack against Gotspace Data, where Quinn and you and Mr Bornstein and Mr Green, plan on making some far reaching tortuously disruptive claim against Gotspace Data, that somehow our assets are those of Verde, LLC.

Please advise all your former client bad actors, my client is the 2nd largest unsecured creditor of Quinn's first Verde “Bust Out” Ponzi Schemed \$45,000,000 Gaslite and we are keeping a very close track on that debacle of litigation. We feel extremely confident our corporate actions taken against Quinn's and the Family office was right and just and they are truly “Out of the Companies”, until and unless they find their next time around, a licensed competent law firm, that will be able to present their claims to a jury.

We continue to receive substantial legal affirmation and support for our multiple emergency actions we took and the basis for such actions continue to be proved every time you and your clients move your pre-school checkers around the board. Our corporate actions continue to be upheld by one of most substantial specialized malpractice law firms in New England, whom we have been discussing our issues with and we are moving swiftly to bring our malpractice claims against you and your firm.

We have further statements from certain sellers, that further support our ongoing investigations and fact patterns that continue to prove out that you and your firm and certain bad actors are participating in, what my client considers is a highly sophisticated “loan to own” scheme to usurp my clients out of their bona fide purchase contract rights, financial investments and these most recent actions continue to support all of our emergency corporate actions and removal of certain stakeholders and their corporate entities for cause.

The facts and all of your most recent actions and continuance of these unlawful violations of our multiple accredited corporate operating agreements and their now apparent and willful continued “bad actors” type of criminal conspiracy has now been fully exposed. We continue to amass undisputed facts and statements from our sellers and continue to be informed of the numerous unsolicited communications, emails and voice messages, Thomas Quinn, John Jensen, Peter Spitalny, Jake Spitalny, Steve Quillian, and somebody named Larry, has been up to no good. Your former clients are so embolden by your command of them, they have even been out visiting certain sellers in person, conducting conference calls and basically harassing and propositioning to “blow up” Gotspace's bona fide purchase rights to land and unsurp these parcels for themselves. Quinn and Steve Quillinan and Larry have set out to undermine our planning and zoning efforts in all the towns that we are developing data centers in and planting false stories in digital trade and public newspapers we have proved out.

Take this as your formal notice and acknowledgment by your now 2nd deficient rebuttal and flat refusal to fire Quinn and CTDCD and step down as counsel. Nick says you have now, doubled down, on your position to stay on as long as you can, until The BBO immediate suspension that Nick plans on asking the BBO to give George for Christmas"

I agree with Nick and based upon your now effective 3rd disqualification demand, and the gift you keep on giving Nick, where you have declared again you are not withdrawing as counsel for Quinn and these bad actors that you continue to shacked up with against Gotspace Data. Be warned, Mr. Fiorillo has now informed me that you and your firm are to be put on formal notice that he has engaged outside counsel to bring a malpractice suit against both you and your firm for clearly violating the numerous rules, regulations, and pledges all the attorneys that are licensed to practice law in the state of Massachusetts live by.

Here's an excerpt of some relevant sections of Massachusetts Rules of Professional Conduct that all licensed attorneys must uphold in this state. Having a license to practice law is not a right, but a privilege; and these rules are taken very seriously when bad actors, like yourself bend them, like you have been doing for years. Today you have now obviously broke them. More to my opine, you think the rules do not apply to you. Rest assured they apply to all currently practice lawyers in this state.

Excerpt & Abridged inset (I have found numerous other violations and counting)

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and Rule 1.8 -23- (3) the client consents in writing thereto. (b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require. (c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the done.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in Rule 1.9 -25- which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation. (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in

which a firm with which the lawyer formerly was associated had previously represented a client (1) whose interests are materially adverse to that person; and (2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter, unless the former client consents after consultation. (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter, unless the former client consents after consultation: (1) use confidential information relating to the representation to the disadvantage of the former client, to the lawyer's advantage, or to the advantage of a third person, except as Rule 1.6, Rule 3.3, or Rule 4.1 would permit or require with respect to a client; or (2) reveal confidential information relating to the representation except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client.

RULE 1.10 IMPUTED DISQUALIFICATION: GENERAL RULE (a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c)....

Please be advised: Let this letter be your formal notice from me as corporate and personal counsel to Gotspace Data, Gotspace Storage, and all their affiliate companies, and Nicholas Fiorillo individually, that he has raised a rock solid multi-faceted substantiated conflict of interest position and has hereby disqualified you and anyone in your firm from taking any position adverse to Mr. Fiorillo or his entities.

Now for the third time or what Nick has stated "G.M. Last and Final Swing of His Legal Bat, HE IS OUT", Also again, we have now made our third demand to be directed to who your malpractice carriers are and what your detailed coverage limits are and notify your insurance carrier's legal department that will be handling Mr. Fiorillo claims against you that he has now publicly stated his intents on bringing against you for his multi-million dollar claim for malpractice, Nick says "Our malpractice attorneys are looking to see how big of a Christmas turkey they will be carving up this year."

Sincerely,



Neil Kreuzer



Jake Phelan <jtphelan95@gmail.com>

Gotspace Funding of 12.5m and Guarantees of Principle

Thomas Quinn <tquinn1313@gmail.com>

Tue, Sep 14, 2021 at 6:02 PM

To: Peter Spitalny <peter@steinfibers.com>, Jake Spitalny <jakes@steinfibers.com>, Jake Phelan <jtphelan95@gmail.com>, Steve Quillinan <sjquillinan3@gmail.com>, Shawn.Townsend@gmail.com, NICHOLAS FIORILLO <Metrowestrealty@yahoo.com>, raygreen@raygreen.com

Peter, Jake and Steve,

Thanks for taking the call time today and I wanted to share my understanding and to provide a clean pathway to security.

As you know, I sent out a business plan and request for 12.5m to you back in January for your group to review. S&Q initially agreed to fund 12.5M, with 8.5M advanced, the balance of the 4M coming at a later time. At that point as we were trying to lock down all the contracts, pay bills and fund the daily expenses, we were in bad shape and are very thankful you funded this project.

After S&Q agreed to invest, we circulated the 12.5m subscription to the Gotspace fund and went to work. We (Gotspace) immediately invested the initial advances to continue funding our critical Land Contract Deposits and Sources and Uses which were quickly accumulating. Upon receipt of your advances, these funds were immediately deployed to perfect the land deposits, pay attorneys, advance the state and local entitlements and fees for political representation. We had well over \$1,500,000 at that time in promised consulting and professional fees, with many other line item expenses. Through a progression of land acquisition contracts and professional fees related to the business plan it was steadily determined that the pre-Legislative vote budget risk we needed for these immediate costs was always 8.5m. Gotspace stretched promises to pay professional services and negotiated average land deposits to well under 5% of face value of contract, to make due without the other 4m until after the vote.

It was a very trying process, but we SUCCEEDED! Immediately after, the work moved to local entitlements, and all Town Agreements are now complete. Our efforts came in under original budget.

Since we started, S&Q has funded over 6M. As funding stopped Ray Green was tapped to continue pick up the ongoing shortfalls, as an emergency measure, understanding once the risk was removed through Legislation and local entitlements, the funding would continue.

This initial short funding served as an expensive band aid of sorts, yet placed the company in serious jeopardy within a few short months as our professional teams and PSA extension costs went unfunded.

It was clear Gotspace's team and S&Q knew the company ran out of money a few months ago, I myself was on many calls with Steven and Shawn, who were always supportive, but no funding was further deployed.

In fact, Nick, who had previously funded approximately 1.5M from his own accounts, then went to Ray Green and modified the RG loan again to keep the company from failing... at high interest and points.

Gotspace was always transparent, from the first provided Land Acquisitions Plan, showing the complete picture...and as deposits were provided to CATIC that information was transferred to a Land Deposit Matrix.

Gotspace could have never succeeded if the multiple extensions with negotiated hard money wasn't covered with RG.

Then the breakdown happened. 100s of hours of inner fighting and finger pointing left Gotspace in chaos. We have been leaving the legal, political, professional, and other smaller invoices totally unpaid. This lack of funding created risk to all investment dollars, and that risk remains. Gotspace is poised to earn Hundreds of Millions of dollars on the land sales alone.

The funding required to finish this process remains at 12.5M. This funding will provide security for all the funds invested. With this 12.5M we can finish, getting those paid that have stopped working entirely simultaneously securing extensions as cheaply and aggressively as possible, and getting our first end user contracts signed.

This will be accomplished in a way commensurate with standard security practices, and guarantees to the lender,

- 1) Balance funding to 12.5M
- 2) All PSAs, approximately 900 pages, shall be assigned to Gotspace Data Partners LLC.
- 3) A pledge of 100% of the shares (Tom and Nick) from Gotspace Data Partners until the principal balance of 12.5M and the doubler of 12.5M are paid in full to S&G with a preference.
- 4) A 10% share in the Data Fund One entity, the lending vehicle to Gotspace Data Partners.
- 5) FULL RELEASES TO AND FROM ALL PARTIES.

Gotspace holds 6 Hyperscale Data Campuses, all in very valuable areas of inexpensive utility with Legislation, Host Fee Agreements and Utility Contracts and/or Term sheets that are in place now for all municipalities.

Gotspace is aggressively working with a number of Hyperscale companies now with very good traction on two now, more will follow soon.

Based on National cost per acre for entitled Data siting land compared to the cost of the land locally and with the ready to market entitlements, Gotspace will CLEAR INVESTMENT DEBT with the VERY FIRST CLOSING.

This means you will be fully secured with all shares owned by Tom and Nick until the first closing, at which time the shares are released back, and S&Q will be preference paid in full, with doubler, from that very first closing.

Gotspace is the Master Developer. This project is a huge success to date. My personal goal for all involved is to finish this project with sales of land to protect not only your investment but also the success of what others have called the best Real Estate Data Deal in the country.

Peter, Jake and Steve, we must be funded quickly, with a balance of the 12.5M. Without this remaining capital funded immediately our company will not make it to the end of the month and will lose 2 campuses by Friday with a value of approximately 200M dollars.

Time is extremely critical.

We've all worked so hard on this huge deal. Please accept the guarantees offered to finish it .

As promised, I will reach out tonight. How does 7pm work for you?

Thanks you,

Thomas Quinn CEO



**Gotspace Data Partners, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116**

Formal Notice of Emergency Meeting of the Stakeholders-Notice of corporate actions taken by Nicholas Fiorillo, Manager/Majority Stakeholder/Officer, Gotspace Data Partners, LLC and other Corporate Resolutions taken this day under an emergency basis

Dilution of Preferred A Shares - Report of Findings & Results of Stakeholder Thomas Quinn's refusal and defiance to Emergevny Order to Turn Over corporate assets communications interllutual property further breach of fiduciary duties, defiance of cooperation and formal s corporate communications and disclosure of all extrelely time sensitive GSDP traction Quinn has now acknoldege and proports he will contine to blocked hinder, hide and hold hostage the Company's Trade Secretes , Outside Inebstment interests, Fiancing Operuntites, and has officially confirmed to Gotspace Corporate Counsel, Lenord Fassano that Thomas Quinn WILL NOT COMPLY WITH THE EMEREGCENY DEMAND TO TURN OVER ETC Corporate Resolutions taken this day under an emergency basis

Dear Stakeholders:

As founder, investor, and majority stakeholder of GotSpace Data Partners, LLC (GSDP) by and through control and majority stake of Gotspace Data, LLC (GSD), Got Capital LLC, LLC (GC) and GotSpace Data Fund One, LLC (GSDF1), I, Nicholas Fiorillo, with the majority and full corporate authority of said and subsidiary companies of Gotspace Data Partners, LLC; now having determined that our company must take emergency corporate actions in order to preserve and protect our corporate assets, proprietary contracts of land, entitlements and approvals, financial investment and forward pursuits of our company's Master Development Plan of the New England Data Corridor. We must itake a number of immediate corporate actions to save our company from financial ruin, preserve our credibility and reset our path forward to fully permit and entitle our Data Campus projects in the State of Connecticut. Whereas, Thomas Quinn continues to defy and denounce the corporate rules, regulations and sections operating agreement of Gotspace Data Partners, LLC and its amendments. Whereas the company and its corporate officers have concluded Thomas Quinn is to be removed from the company immediately for his continued nefarious actions, defiance of corporate decrees and scrupulous behavior where it is apparent Thomas Quinn's sole purpose is to embezzle, extort, defraud and damage the company to the detriment of its stakeholders and its officers. Michael Grella, where he is now the Chief Operating Officer, (COO) at Gotspace Data Partners, LLC. Whereas Michael Grella, having reviewed and investigated the long history of the facts and events involving Thomas Quinn, Mr. Grella has **concluded** the findings of the company, leading up to and surrounding the Emergency Stakeholders meeting of October 29th 2021, Where Mr Grella in his corporate capacity as COO, has supported the position of Nicholas Fiorillo as the company's CEO, that Thomas Quinn now must be removed from the Company effective immediately. As on an emergency basis the company demanded Thomas Quinn turn over as called for in the October 31st demand, whereas as Attorney Leonard Fasano, as Corporate Counsel to company, after a detailed and point discussion with Thomas Quinn, Quinn has stated he "will not comply" with the demand placed upon him in the emergency

stakeholder letter. The company has taken these emergency actions based upon Nicholas Fiorillo as CEO and Michael Grella as COO this day and other necessary emergency actions to protect and preserve GSDP assets, land purchase contracts, permitting progress and financial wellbeing whereas that have voted to remove Thomas Quinn from the company by way of vote to amend the corporate operating agreement to add sections to further protect the company as its proprietary information and trade, intellectual property is at risk and to prevent any future actions and remove any stakeholder it deems necessary for corporate misdeeds and undermining that are further delineated in this letter to our stakeholders.

Investigative Findings of Stakeholder Thomas Quinn's refusal to provide sub-contracted consulting and entitlement services and further ongoing breach of fiduciary duties and corporate undermining of the GSDP objectives where as this actions and refusal to have caused the company to take the most extreme measures possible and remove Thomas Quinn from the company and dilute all share of CTDCL, LLC and Thomas Quinn Stakeholder to 0.0%

With our investments between \$8,000,000-\$10,000,000 now at risk, and over \$100,000,000 in contracted land now in peril and GSDP earlier success at the municipal and state level, all on the verge of being squandered away. The company has determined that Quinn's prior and continued corporate undermining and further bad acts are still to this day, continuing to harm, impede and block our earlier hopes for a successful forward path in completing the corporate objectives of the company, it has been determined that base on a preponderance of the circumstances and the facts now know to the company, the removal of Thomas Quinn from the Company is absolutely paramount to protect the company, its assets, its trade and corporate highly sensitive and proprietary business activities.

Investigative Findings of Stakeholder Thomas Quinn's refusal after demand from the company of the Emergency Stakeholders Meeting on October 29th 2021, it was so demanded that Quinn to provide sub-contracted consulting and entitlement services and further ongoing breach of fiduciary duties and corporate undermining of the GSDP objectives whereas this actions and refusal to have caused the company to take the most extreme measures possible and remove Thomas Quinn from the company and dilute all share of CTDCL, LLC and Thomas Quinn Stakeholder to 0.0%

Thomas Quinn's flat out refusal to turn over turn over all corporate communications, outside contacts and disclose all communications with all data industry companies and employees, and immediately refund the \$1,000,000.00 previously advanced to him for his sub-contractor duties he has failed to provide . Enable GSDP to continue its ongoing investigation into the corporate misdeeds of all "bad actors" and seek to prosecute these bad actors, and/or corporations or outside individuals who have harmed or continue to harm the company and its stakeholders. This company has concluded that Quinn and his other "bad apples" are the responsible parties that has brought GSDP to the edge of bankruptcy. Most recently, in hopes to clear the air and settle our internal corporate disputes and to fast track the company "back on track". The company reached out directly and by and through our corporate counsel, numerous times in hopes of a reconciliation. Where a call intitated by Quinn to Leonard Fasano, the corporate counsel of the company was placed, where Quinn under direct demand and questioning by counsel, was asked point blank, "Quinn will you provide what has been demanded of you", Quinn answered "no I will not provide the information" and then boisterously demanded his terms to comply. First, Quinn must be placed in absolute control and have control of the finances. Second, Quinn shares must be returned to 38%. Third, Quinn demanded Michael Grella be removed

from COO and removed as stakeholder. Fourth, Nicholas Fiorillo must be diluted to under 10% share and have no voting power or control. Quinn stated after demands 1-4 are met he would reposition himself as the sole liaison for GSDP. The only one who could reach out to the towns' planning and zoning contacts, if his demands were met he would only then look to get them "back on board" to save his own "GSDP Sinking Ship". He continued to state if all his demands were met, he would guarantee that S & Q Data would invest the balance of the funding requirements needed now and the additional \$30,000,000 that GSDP needs to acquire its first land contracts. Quinn continued to vocalize he would make no attempts to "come back to work" nor help the company in anyway until and unless all his demands were met. He stated he had no motivation to go back and right his wrongs in anyway and would not help bail out his own company. Quinn continued to defy attorney Fasano's request to comply with the corporate demands to turnover and continued to state to attorney Fasano command his sinister GSDP ghost ship.

It is because of Mr. Quinn's continued insubordinate behavior and flat our refusal to comply with any corporate duties to help the company and provide or furnish and refusal to "get back on the front" of the GSDP permitting and entitlement process and finish his contracting services that he is the responsible party crippling the company and bringing GSDP to dead stop. His actions continue to put the entire company and its stakeholders at risk and potentially out and overboard, on a total loss of many millions of dollars and thousands of hours of wasted time. It is the company's belief that Mr. Quinn's primary goal and sinister plan from the onset of his role with GotSpace Data, was no different than his successful coup and sinking of his other data ghost ship, Verde. Quinn's elaborate gaslighting and sabotage, by his own design was always to gain more monies not due him, more control not granted him and more shares not due him. His tactic at Verde was his tactic at GSDP, corrupted the companies entitlement, financing, and contract rights and leverage his masterful plan to "right his own sinking ship" or else. We have unequivocal proof that Mr. Quinn, failed to comply with the corporate order and demand to turnover, continued to refuse to provide the goods and services the company bargain for, refuse to refund the \$1,000,000 and he has continued to perpetrate a concerted effort to inflict financial harm against GotSpace Data Partners and its stakeholders and its subsidiary holding companies

Emergency Notice of Dilution of Thomas Quinn's Stake to 0.0% of GSDP Preferred A Share-for his failure to turn over by demand the prosecution him for the usurping of upwards of \$1,000,000.00 of GSDP funds previously paid to him for such services he failed to provide and further offsets

It has been so voted that Mr. Quinn's CTCDC, LLC shares of GSDP have been diluted to 0.0% for his nefarious and insubordinate behavior as called for the operating agreement of the company many multiple reasons including his failure to provide GSDP what it bargained for. This is our formal corporate notice to Quinn that he has acted in bad faith and continues to do so and our company will continue our internal investigation, engage outside counsel and look to restrain Quinn and his efforts to conspire and sabotage, derail, dismantle, and destruct the GotSpace Data Partners,

I, Nicholas Fiorillo as manager, officer, and majority stakeholder had caused the company to initially advanced \$1,000,000 to Mr. Quinn for his sub- contracting of future services of entitling and permitting the GotSpace data corridor. These funds will now be levied along with his personal assets his failure to provide so services rendered. Where Mr. Quinn has been purporting to be a corporate officer of our company, where he continues to negotiate with outside investors and continues to hide

and keep GSDP interests in the dark and in peril. Where Quinn has Boondoggled the GSDP objectives and continues to position himself in control of the GSDP land contracts, out to double deal himself in and GSDP out of multiple data development opportunities of our company. He still continues to hide all positive traction of GSDP, from its stakeholders and block any outside potential “traction” and/or communications from potential joint venture partners, investment banks and GP/LP data development corporations of the Fortune 100 companies. His intent has always been to keep for himself our successes and never disclose the true value of what we have created to the GSDP stakeholders. He has from the onset of the companies existence, hidden the true international interest from the data center industry and the many interested data infrastructure companies. He has always positioned the Gotspace data project as his and his only, and has shielded the earlier successes and milestones from stakeholders of the corporation. Quinn's actions continue to be deplorable and all to the detriment of the very company Mr. Quinn has a stake in. These continued actions have threatened the company, risking our investments while putting our corporate structures into disarray.

Corporate Demand of Thomas Quinn to Immediately Disclose and Turn Over all interested parties, partners and outside communications with potential investors and or joint venture partners or purchasers of GSDP land and Intellectual Property.

Since the founding of Gotspace Data, a “full and transparent” record along with an open-book corporate mantra was enacted with the goal of protecting GSDP and its stakeholders in helping it achieve its mission to seek a fast pace fair and equitable virtual office environment during COVID. Since our founding, all calls have been recorded, all corporate emails and communications are property of the company. Where it has been announced at nauseam and affirmed at nauseam by any and to all stakeholders, affiliate stakeholders and sub-contractors. Quinn must turnover any all communications, offers of investment, offers of purchase and/or any and calls relevant to the GSDP corporate work product forthwith. This transparent policy for full corporate disclosure and transparency must be followed and has been known to everyone at Gotspace Data and its affiliates. Quinn must immediately turnover these documents and provide a detailed record of his communications with any and all outside related business, associates, brokers and/or agents to GSDP.

I, Nicholas Fiorillo have taken the following corporate actions and emergency resolutions this 29th day of October having listed some, but not all corporate actions enacted today, along with other actions, at the emergency stakeholders meeting that are in full force and effect, as so agreed October 29th 2021 , and so duly notice under the emergency basis and conducted, The Emergency Meeting of Stakeholders of Gotspace Data Fund have enacted the following corporate actions and respective corporate vote(s):

1. Amend the Gotspace Data Partners, LLC corporate documents to add section 5.5a Corporate Proprietary Information and Non Disclosure Disparagement clauses under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
2. Amend the Gotspace Data Partners, LLC corporate documents to revoke and place holder B share from the January and amend and replace B share issues of 10,000,000 shares to B Share Gotcapital under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.

3. Amend the Gotspace Data Partners, LLC corporate documents to a lot a 10,000,000 share Pref A count of such shares under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
4. Amend the Gotspace Data Partners, LLC corporate documents to dilute CTDCC down to 0.0% and or Thomas Quinn under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
5. Engage, employ, and appoint Michael Grella to Chief Executive Officer and tender his signing bonus and issues him 5% of GSDP Preferred A Shares, as now Stakeholder.
6. Placeholder 7.0% of Preferred A Share for future C-Suite Officers and enact Mike Grella to seek out GSDP C-Suite team. Cause GSDP to enter into competitive employment and compensation agreement(s) with corporate officers. Offer such 6.5% of stake to certain professional Data Infrastructure GSDP team members and any and all further compensation that shall be offered.
7. Bring an action again CTDCC and Thomas Quinn to turn over all corporate communications, outside contacts and disclose all communications with all data industry companies and employees, order Quinn to immediately refund the \$1,000,000.00 previously advanced to him for his subcontractor duties he has failed to provide. Enable GSDP to continue its ongoing investigation into the corporate misdeeds of all “bad actors” and seek to prosecute these bad actors, and/or corporations or outside individuals who have harmed or continue to harm the company and its stakeholders that have ad continued to conspire and against the company with Quinn.

Preference A Share Schedule

10,000,000

Michael Grella	5.0% Preference A Shares
Gotspace Data, LLC Shares	20.5% Preference A
Gotspace Data Fund One, LLC Shares	12.5% Preference A
Gotcapital, LLC Shares	55.0% Preference A
CTDCC, LLC Shares	0.0% Preference A
GSDP (C-Suite)	7.0% Preference A

Preference A Share Schedule
10,000,000

Gotcapital LLC

100% Pref B

I, Nicholas Fiorillo thank you for review of the GSDP emergency stakeholders meeting and continue to make myself available to all stakeholders to discuss our day to day business at GSDP. I hope we can finally reset our forward path, in our pursuit of becoming the Master Developer of the New England Data Corridor and the corporate actions taken here today will further our path to success!

Sincerely,

Nicholas Fiorillo

CEO of Gotspace Data Partners, LLC

268 Newbury Street, Fourth Floor, Boston, MA 02116-2424 Tel: (617) 739-9700 Fax: (617) 739-8484

Neil Kreuzer, Esq.

**Disqualification Notice to George McLaughlin III & McLaughlin Brothers, PC
by Client, Nicholas Fiorillo and Gotspace Data Partners, LLC and Affiliate
Companies and Demand to Turnover Malpractice Carrier Contact and Policy
Coverage Limits**

December 6, 2021

Dear Mr. McLaughlin,

Please be advised we continue to firmly establish that you and your law office appear to have perpetrated a sophisticated criminal racketeering conspiracy against my client over a matter of years that continues to harm my client both physically, punitively and financially, by and through, but not limited to, your direct and indirect tortious and tactical hunting for clients that are adverse to my client. Your behavior most recently has risen to a criminal level, for the sole purpose to harm my client financial and now physically, in your now quite obvious failed attempt to silence and destroy him and his companies in your sophisticated "cover up" for your own benefit and bank account. Your "sneak, search, swindle and destroy" evil game of checkers has gone on for far too long and your new found and now all lost, former clients, have left you holding the bag.

My client believes, and now after I have been in multiple discussions with his outside malpractice attorney's and other legal team, I steadfastly agree with all of them, that your blatant conflicts with Gotspace Data and your laughable position you have attempted to take up with all the usual suspects, like Quinn and the FO from Albany, continue to support Nick's and his companies position, "George is a narcissistic, unstable, unlawful person that should be disbarred immediately" and "His convenient, self-serving selection of former clients, he hustles into hiring or firing and always eventually stealing from them" has gone on long enough. We continue to believe unequivocally the Board of Bar Overseers and your malpractice carriers and their attorneys will see it our way as well.

You and your firm's negligent actions continue to unequivocally disqualify you and your firm from taking any adverse position against my client and any of his affiliated companies. For a matter of multiple years, you have perpetrated a pattern of tactical legal malpractice against my client and his numerous real estate development companies, purchase contract rights, ownership of and substantial financial investments and your petty attempts to usurp from him many of his attractive real estate

development deals and income producing properties. All of which have caused over \$50,000,000 losses of property interests and investment income and value add opportunities, which you continue to conspire to defraud, extort, and continue to threaten to murder my client, if he did not keep his "mouth shut" as you and your associates continue to steal my client's monies, property and contract rights to purchase of his multiple properties in the states of Connecticut, Massachusetts, Rhode Island and New Hampshire.

Most recently, you and Quinn have continued to tactical direct, all the usual suspects as you comically attempted to take up arms with against my client, for now the third time. You are now hereby barred in taking any adverse position, controversy, or dispute involving Nicholas Fiorillo, Gotspace Data Partners, or any of his associated entities.

You were disqualified back in September, where you telephoned Mr. Fiorillo, trying to perpetrate your shake down and exploitation of his confidential disputes and claims he had proffered up during your calls with him, in your attempt to continue representation of him. As we now know your existing client initially confided in you as you pressed for more and more strategic information to see how you could bully your way into yet another deal of my his as Nick says, Mc Laughable. As we have earlier notified you, Mr. Fiorillo exposed you and put you on notice that day, that he conflicted you out and demanded you immediately disqualify yourself from getting involved with any of the bad actors adverse to him. You baited him into disclosing strategic privileged attorney-client information to his detriment, that your former clients and you now have attempted to use against Gotspace Data and Gotspace Storage and my clients many other real estate and financial investment holdings.

You previously acted as Mr. Fiorillo's attorney and continue to be his over-reaching expressionistic partner in multiple real estate opportunities. You conned my client into believing you were acting as his attorney with his best interest in mind. I happen to agree squarely with my client, as Nick says, "Mr. Mc Laughable is crazy to think he could push his luck any further and not end up being defrocked and disbarred and getting sued for millions in malpractice." I find it extremely alarming that you believe that you can take any position on any level involving Mr. Fiorillo's business interests, when he has now quite publicly exposed, disqualified, and has uncovered your most recent ulterior motives and further conspiring of sorts with Quinn and the Spitalnys and the latest boondoggles with Gotspace Data. Your now clearly tortious and deficient and quite libelous, so-called demand letter you penned for Quinn, demanding that he be restated, is petty and extortionistic in nature. When your ludicrous demand was not met, ordering Quinn to email out your laymen demand on Attorney Fasano was priceless and shows clearly you have come to the end of your your lawless law carrier. I am curious to think what made either of you believe, Attorney Fasano, would turn over any privileged and proprietary attorney-client information to your bad acting former clients? (see attached)

Most recently, we have been in contact with multiple sellers and their attorneys, along with Ray Green and his CT counsel and have been informed that, you yourself and multiple former stakeholders and their associated bad actors have been up to their old

tricks again. Your conspiratorial directing of your former clients and the checker board moves you keep getting crushed on, as you attempt to undermine our multiple purchase contracts and further conspiring with Raymond Green to tortiously “blow up GSDP forward objectives” are as would Nick would say “These Checker Playing Idiots think they can get away with acting like a bunch of loan sharking Mafia Thugs, is Priceless”. We have also been told you have been conspiring with owners of the Verde Company as well and are plotting another conspiratorial attack against Gotspace Data, where Quinn and you and Mr Bornstein and Mr Green, plan on making some far reaching tortuously disruptive claim against Gotspace Data, that somehow our assets are those of Verde, LLC.

Please advise all your former client bad actors, my client is the 2nd largest unsecured creditor of Quinn's first Verde “Bust Out” Ponzi Schemed \$45,000,000 Gaslite and we are keeping a very close track on that debacle of litigation. We feel extremely confident our corporate actions taken against Quinn's and the Family office was right and just and they are truly “Out of the Companies”, until and unless they find their next time around, a licensed competent law firm, that will be able to present their claims to a jury.

We continue to receive substantial legal affirmation and support for our multiple emergency actions we took and the basis for such actions continue to be proved every time you and your clients move your pre-school checkers around the board. Our corporate actions continue to be upheld by one of most substantial specialized malpractice law firms in New England, whom we have been discussing our issues with and we are moving swiftly to bring our malpractice claims against you and your firm.

We have further statements from certain sellers, that further support our ongoing investigations and fact patterns that continue to prove out that you and your firm and certain bad actors are participating in, what my client considers is a highly sophisticated “loan to own” scheme to usurp my clients out of their bona fide purchase contract rights, financial investments and these most recent actions continue to support all of our emergency corporate actions and removal of certain stakeholders and their corporate entities for cause.

The facts and all of your most recent actions and continuance of these unlawful violations of our multiple accredited corporate operating agreements and their now apparent and willful continued “bad actors” type of criminal conspiracy has now been fully exposed. We continue to amass undisputed facts and statements from our sellers and continue to be informed of the numerous unsolicited communications, emails and voice messages, Thomas Quinn, John Jensen, Peter Spitalny, Jake Spitalny, Steve Quillian, and somebody named Larry, has been up to no good. Your former clients are so embolden by your command of them, they have even been out visiting certain sellers in person, conducting conference calls and basically harassing and propositioning to “blow up” Gotspace's bona fide purchase rights to land and unsurp these parcels for themselves. Quinn and Steve Quillinan and Larry have set out to undermine our planning and zoning efforts in all the towns that we are developing data centers in and planting false stories in digital trade and public newspapers we have proved out.

Take this as your formal notice and acknowledgment by your now 2nd deficient rebuttal and flat refusal to fire Quinn and CTDCD and step down as counsel. Nick says you have now, doubled down, on your position to stay on as long as you can, until The BBO immediate suspension that Nick plans on asking the BBO to give George for Christmas"

I agree with Nick and based upon your now effective 3rd disqualification demand, and the gift you keep on giving Nick, where you have declared again you are not withdrawing as counsel for Quinn and these bad actors that you continue to shacked up with against Gotspace Data. Be warned, Mr. Fiorillo has now informed me that you and your firm are to be put on formal notice that he has engaged outside counsel to bring a malpractice suit against both you and your firm for clearly violating the numerous rules, regulations, and pledges all the attorneys that are licensed to practice law in the state of Massachusetts live by.

Here's an excerpt of some relevant sections of Massachusetts Rules of Professional Conduct that all licensed attorneys must uphold in this state. Having a license to practice law is not a right, but a privilege; and these rules are taken very seriously when bad actors, like yourself bend them, like you have been doing for years. Today you have now obviously broke them. More to my opine, you think the rules do not apply to you. Rest assured they apply to all currently practice lawyers in this state.

Excerpt & Abridged inset (I have found numerous other violations and counting)

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and Rule 1.8 -23- (3) the client consents in writing thereto. (b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require. (c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the done.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in Rule 1.9 -25- which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation. (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in

which a firm with which the lawyer formerly was associated had previously represented a client (1) whose interests are materially adverse to that person; and (2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter, unless the former client consents after consultation. (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter, unless the former client consents after consultation: (1) use confidential information relating to the representation to the disadvantage of the former client, to the lawyer's advantage, or to the advantage of a third person, except as Rule 1.6, Rule 3.3, or Rule 4.1 would permit or require with respect to a client; or (2) reveal confidential information relating to the representation except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client.

RULE 1.10 IMPUTED DISQUALIFICATION: GENERAL RULE (a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c)....

Please be advised: Let this letter be your formal notice from me as corporate and personal counsel to Gotspace Data, Gotspace Storage, and all their affiliate companies, and Nicholas Fiorillo individually, that he has raised a rock solid multi-faceted substantiated conflict of interest position and has hereby disqualified you and anyone in your firm from taking any position adverse to Mr. Fiorillo or his entities.

Now for the third time or what Nick has stated "G.M. Last and Final Swing of His Legal Bat, HE IS OUT", Also again, we have now made our third demand to be directed to who your malpractice carriers are and what your detailed coverage limits are and notify your insurance carrier's legal department that will be handling Mr. Fiorillo claims against you that he has now publicly stated his intents on bringing against you for his multi-million dollar claim for malpractice, Nick says "Our malpractice attorneys are looking to see how big of a Christmas turkey they will be carving up this year."

Sincerely,



Neil Kreuzer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.: 21-2894-H

SAMUEL B. SPITALNY, JACOB L. SPITALNY,
STEPHEN QUILLINAN, and S&Q DATA, LLC,

Plaintiffs,

V.

GOTSPACE DATA EQUITY FUND, LLC,
and Nicholas Fiorillo

Defendants,

and

Reach and Apply Defendants.

**AFFIDAVIT OF NICHOLAS FIORILLO IN SUPPORT OF DEFENDANTS'
EMERGENCY MOTION TO DISQUALIFY ATTORNEYS GEORGE A. McLAUGHLIN,
III, MATTHEW E. BURKE, JOEL E. FALLER AND THE McLAUGHLIN BROTHER'S
P.C. BASED ON IMPERMISSIBLE, NON-WAIVABLE, AND UN-WAVED CONFLICTS
OF INTEREST**

I, Nicholas Fiorillo, make this affidavit based on my personal knowledge under oath:

1. I am a real estate development professional with more than two decades of experience identifying tremendous value add commercial and high-end luxury real estate development opportunities and institutional self-storage assets and more recently, large scale digital infrastructure opportunities throughout the United States. I have been successful in the facilitation of tens of millions of dollars of middle market debt and equity capital for these such assets, under the Ocean and Gotspace portfolio brands of our real estate, land and intellectual property investments. Gotspace has been a strategic partner with publicly traded self-storage REITs, where these national companies manage our self-storage portfolio assets under the Lifestorage brand, (LSI,NYSE).
2. I am the founder of the “start-up” Gotspace Data Partners and I am the acting CEO of the regions most exciting digital infrastructure company “www.gotspacedatapartners.com”. I am the CEO of the parent company, Gotspace Development and operate these various companies, in a closely held corporate structure of the many companies that are the subject of this very litigation. I am certain, I am a victim of a nefarious and unlawful debt collection action by this group of certain individuals that are my enemies, have “ganged up” on me and are perpetrating a sophisticated sinister and clearly criminal “coup d' etat through their

abuse and fraudulent legal actions they have taken against myself and our development companies, Ocean Development and Gotspace Data and Storage and all of corporate affiliates that are controlled by me.

3. I am certain I have been victimized by a criminal and illicit predatory loan to own investment enterprise and there is a “deep state” concerted effort by these certain individuals, and their “loan to own shops”, shell corporations and their own “busted out” and insolvent development company Verde Group, that are now attempting to usurp what ever monies and property that may be left from their previous pilfering of the Verde Groups assets that Thomas Quinn and Stewart Bournstein embezzled out of the Verde Company in their now transparent pattern of “loaning to own” other real estate development companies in the States of Connecticut, Rhode Island and Massachusetts as they have been operating their many different loan to own type shell corporations, that they set up clearly to usurp and embezzle tens of millions of dollars from as a what is clearly a “well oiled” money laundering and loan sharking enterprise
4. I have just had discussions with the widowed, Mrs Donna Greene, the heir to the now insolvent, Verde Group land company, where she herself had explained to me, where she has also been victimized and villinized by. I am certain and have now been able to confirm, she has also been attacked and defrauded by many of the same nefarious individuals that have now targeted the Ocean and Gotspace companies development companies and myself for a matter of years.
5. This group of “bad actors” some of whom are attacking this poor woman, Mrs Donna Greene, is now looking to complete foreclosing on her family home and are pursing a 30 million dollar, suspect judgment against her personally, that was left over from the carcass of just another one of this groups “shell-shill-corporations” they have “busted out” once again, over the many years of their suspect real estate “loan to own” development deals, questionable auction fixing and short sale schemes, that Stewart Bourstien, Thomas Quinn and George McLaughlin have been perpetrating both together and a part for matter of many years. Mrs Greene, as the grieving widow of the now deceased Mr Joel Greene, whom I believe took sick and was demoralized at the hands of these bad actors.
6. Mrs. Greene is being clearly targeted in what I consider a sophisticated “loan to own” scheme that has been perpetrated and orchestrated by George McLaughlin, Thomas Quinn and their hard money investors Stewart Bourstien. All these individuals have been clearly focused on financially ruining their victims and attempting to usurp upwards of what could be upwards of 1 Billion dollars, in digital infrastructure and traditional institutional real estate and intellectual property appreciation, that the Gotspace and Ocean Family of companies and quite possibly the Verde Groups, sole majority stakeholder, Mrs Donna Green owns and controls in the State of Connecticut.
7. Raymond and Joan Green, Peter Spitalny, Samuel Spitalny and Jacob Spitalny, Thomas Quinn, Stewart Bourstien, Shane Brady and Steve and Larry Quillinan with the tactical legal control of my former attorney George McLaughlin and Jeff Helman, the “bad actor” co-conspirators. Have been using such predatory collection tactics, to extort myself, my family and my many companies, out of many millions of dollars in cash and property not due or owing them, where they clearly have demonstrated a pattern of “loan to owning” innocent companies and their stakeholders for matter of many years.

8. I am super majority stakeholder and sole manager in many of our corporate affiliates and the sole member, holding at least 95% of the voting rights and equity, where I have been able to successfully create tremendous value add real estate and digital infrastructure development opportunities and have been bringing them to fruition for a matter of years, while delivering substantial profits to those investors, partners and supporters that have believed in my abilities and our development companies trajectories in the digital infrastructure and other exciting real estate investments opportunities.
9. Over the last year, I have worked tirelessly, often times between 80- 100 hours a week, feverishly moving the corporate objectives of our companies forward, where we have been successful in recent years in facilitating upwards of 45 million dollars of capital investment for the companies development objectives. It has been accomplished, through a combination of my own personal funds, traditional lending and banking institutions and drawing down on lines of credit and pledging collateral, such as my personal residences, to hard money lenders.
10. I am certain that Gotspace Data Partners and my affiliated companies will be successful in their forward pursuits and eventual direct public offering plans to raise upwards of 3.5 billion dollars of capital that will be invested, as Gotspace looks to develop the New England Data Corridor. Gotspace Data and Ocean Development Precinct 1, have contracted upwards of 1500 acres of extremely valuable land for the development of 6.5 to a scalable 10 million square foot digital infrastructure pipeline in the New England region. Demand is extremely high, for such digital infrastructure opportunities and it is extremely difficult to identify and entitle the site specific land that is necessary to support the development of hyper-scale data centers and multinational data content providers. Such developable land must be located in close proximity to sufficient municipal utilities, including broadband-fiber and plentiful and affordable electricity.

11. As part of GotSpace Data and our affiliate companies forward path, we plan to acquire our now fully entitled data campus land throughout the state of Connecticut. The company has had a tremendous amount of success and has just installed Michael Grella as its COO, the former Chief Counsel of Amazon and AWS, and director of infrastructure and e-commerce solutions, world wide. Where since Grella's appointment, GotSpace has been in multiple discussions with many multi-national strategic data center operators and are planning to break ground on our first 32 MW data center campus by the 3rd quarter of 2022. The company's critical path and forward objectives are to joint venture with many of the world's fortune 500 companies, investment banks and digital content and data storage providers and aggressively pursue digital investment opportunities.
12. I founded and formed GotSpace Development over many years ago and more recently founded GotSpace Data Partners, LLC and our affiliated subsidiary GotSpace entities including but not limited to Got Space Data Partners, LLC; GotSpace Data Equity Fund, LLC; GotSpace Equity Fund 1, LLC; and GotSpace Equity Fund One LLC and Gotcapital LLC. As GotSpace and its affiliates had set out to become the master developer of the New England Data Corridor, we expects the total value creation of this infrastructure project will be between \$5 billion and \$8 billion dollars and could provide over \$750,000,000 billion dollars of economic benefit to the state of Connecticut and the rest of New England.

Attorney McLaughlin's Prior Representation of Nicholas Fiorillo and his Affiliate Companies 2018-2021

13. In 2018, GotSpace Development, had earlier identified a lucrative large scale mixed use development opportunity and sought out to partner with a regional strategic development partner. I reached out and approached Dick Anagnos and Shane Brady and the three partners then agreed to be come equal 1/3 stakeholders in a "tenant in common" partnership to the acquire the Swansea Mall Property (the "Mall Property") located at 262 Swansea Mall Drive in Swansea, Massachusetts.
14. Through my relationship with Lifestorage, I was initially asked to pursue the project with LSI, in hopes, that GotSpace would joint venture the self-storage component of the project with the national company. Where once the development was completed and cash flow stabilized, they would acquire our self-storage facility and place it into their REIT. I was able to negotiate an amazing acquisition strike price with Carlyle Partners, LLC for a substantially reduced price, some 12 million dollars less than what the seller had still owed his lender. Where GotSpace identified the almost 100 acre development site, and formed a partnership with a very successful regional developer, Agangnost Companies and the questionable developer Shane Brady. This prime location would soon become a \$250m, mixed use development, including market-rate apartments, retail space, a large scale self-storage facility and possibly the new home of the Town of Swansea's "Town Hall" and affiliated municipal offices.

Attorney McLaughlin Contradicting Statements and True Intentions of his Actions are exposed

15. At the January 14, 2022 hearing in front of Judge Loche, it was discovered that McLaughlin Brothers Firm and my former attorney George McLaughlin was in fact attempting to "game the system" and had clearly been conspiring by divulging "privileged and confidential information", that only he could of know, about the Swansea

Mall development deal and forced “push out” sale of Ocean Development Holdings equitable share in the Swansea Development to himself. It is apparent and quantified, there has been numerous violations of the rules of professional conduct that my former Attorney clearly should be immediately disqualified for and immediately be suspended from the Massachusetts Bar, along with and his law firm of McLaughlan Brothers from being in any position adverse to myself or my companies.

16. McLaughlin has now taken on, as much as 4 questionable collection actions against me in retaliation to my filing of a BBO complaint against him and his firms, for exposing his many heinous violations of the rules of professional conduct and usurping of my real estate development opportunities. Where he has stated on the record, quite boastfully, that he owns a lot of real estate and people just happen to come to him with investment opportunities, he chooses to invests in. Mclauglin has often boasted and bragged to me, he never uses his on money to invest in opportunities and he has been using OPM “other peoples money” where he often brags that most if not all of the funds, he had put “out on the street” was from the “Tip” O’Neil Family.
17. In my own experience and now discovering at least two other real estate developer “victims”. and learning about Mrs Donna Greens horrible story of predatory abuse, by the same bad actors that have been attempting to take Gotspace and Ocean down down, these group of bad actors , coupled with Mclaughlins, lawless actions, in both the court system and out on the street. I am certain, what he has done to both my self and others, like Mrs Greene and others, is criminal and he should be prosecuted for his continued pattern of taking advantage of his former clients and stealing their money and property.

McLaughlin's Tactical Control of the Bad Actors and their attempts to financially bankrupt myself and my companies

18. Mr McLaughlin's modus operandi in life is to “lawyer to own” his victims and usurp business and real estate opportunities from his own clients – he has a well established pattern of such nefarious acts, where he outright bully's and steals his way into such real estate deals. He has been rather successful in his endeavors, and has even forced his own clients into bankruptcy for collection of his legal bills and has used such leverage to usurp millions of dollars of property and money, he was never entitled to. Often times, Maclughlin seeks out these certain clients or “victims”, that are in financial trouble and in controversial land disputes with towns and cities, that are plague with stalled or stymied entitlement issues, that need to be settled in short order.
19. He initially conned me into thinking his legal guidance and advice was genuine and proper and now has taken up arms against me and my many companies in a consorted attemp to financially ruin me and my companies and I believe, usurp my multi-million dollar real estate portfolio. He has now claimed on the record at this past hearing, I am now some how his “Partner” in the GS Beverly and GS Gloucester self-storage facilitates, these same properties he earlier had represented on the record at the very same hearing, under oath to the judge, he had no financial or equitable interest in.
20. As a result of the financial market “hard stop” during the pandemic my companies became involved in protracted purchase disputes, with certain sellers that where looking to usurp over 1.5 million dollars in good faith deposit monies my companies had invested into the purchase deposit contracts on the properties such 330 Charger Street Revere MA, and other self storage assets that Gotspace was in the process of aquiring in

Manchester New Hampshire, Bourne Massachusetts, Cranston and Warrwic Rhode Island, King of Prussia Pensaluvanoa and Miami Beach Florida. All of these properties where contracted and under purchase with my company, Gotspace and McLaughlin was acitvley representing me in these real estate pursuits. As a result of the COVID-19 impacts, my lender, Bluevista Capital was extremely slow in closing on the almost \$30 million dollar loan that my company had obtained as the pandemic started to wane in the later winter of 2021.

**Attorney McLaughlin Tortsious Interference with Contracts and Forward Pursuits of
Gotspace Self-Storage and direct and proximate cause of Future Equitable
Appreiciation of Such Self-storage Assets and Data Assets from such Interference**

21. It is obvious to me, he has struck some sort of multi-million dollar hybrid contingency fee agreement to usurp my property and money as he has aligned himself with my adversaries, S & Q Data, Raymond Green, Thomas and the Spitalny family. Where he may think he will be successful in his role as consigliere to Raymond Green, Thomas Quinn and the Spitalny Family, in their efforts to pushing myself, Gotspace Data and our numerous affiliated companies, into financial ruin.

**Swansea Mall Redevelopment Project and McLaughlin Tortious Interference and
Embezzlemtn of upwards of 20 Million to 50 million in squandered Development
Appreciate to the Determant of his Nicholas Fiorillo and Gotspace Development**

22. Attorney George McLaughlin had already been previously working for myself and my companies for a matter of many months, on my various real estate development pursuits and in the spring of 2019, I engaged George McLaughlin, III (“George”) and his firm, McLaughlin Brothers, LLC (the “Firm”) (collectively “McLaughlin”) as counsel to advise me and Got Space, LLC (“Got Space”) with regard to the rezoning and permitting of the Swansea Mall redevelopment project as I was now set to close with Brady and Anagnost and the Carlyle Swansea Partners, LLC.

23. On April 17, 2019, I forwarded an email chain between my company and the sellers’ attorneys attaching the signed purchase and sale agreement for one of the parcels comprising the Mall Property to George. George responded stating that he had begun to review the Lease as amended (the Walmart Lease), the ECR, and the P&S. He then wrote: “I need the following: 1. Any amendments to the ECR; 2. The first lease amendment dated 12/5/08; 3. The P&S for the main parcel dated 4/1/19 and the first amendment.” [Ex. 2, 4/17/19 Email to George.]

24. At no time was Maclaughlin to be a partner in the Mall Property and I considered him to be my attorney on the deal based on my extensive phone and email correspondence with him and his continuing legal advice on the transaction. He did in fact “gaslight” his potential loan to me, but I now realize that Brady and him had their scheme to usurp the property and the 20 million in value that was not rightfully theirs.

25. At no time did George advise me that he was not my attorney on this deal and during our “honey moon” period where he was representing me on numerous real estate deals, my companies were perusing.

26. During the course and scope of McLaughlin's almost 3.5 year representation of me and my many development companies, including Got Space on the Mall Property deal. I provided extensive confidential and privileged information to my attorney , including the disclosure of personal and corporate financial information and information regarding my business strategies in order to help facilitate his representations of me in the many deals I had going at the time.
27. I relied on the legal advice McLaughlin, where he provided consultation with regard to the Mall Property and multiple self-storage deals, the Newport Beach Club deal and even at one point or another, the Gotspace Data Partners deal. His proffering of information from me and most recently conspiring to simultaneously usurp my Swansea mall ownership and sale proceeds is despicable. I considered him to be my attorney and trusted advisor in the mall transaction. GF Funding, LLC ("GF"). Dick Anagnost also took an ownership stake through SMI Holdings, LLC ("SMI"); and I took an interest through Ocean Investment Holdings, LLC ("Ocean"). McLaughlin conned his way into the deal with Brady's help and usurped 28% from Ocean Investment Holdings,through McLaughlin now transparent "Ipromise to advise his clients in good faith and "loan to own" scbeme has been perpetrating in the Commonwealth.

Swansea Mall Extortion at Aquisition and at Forced Partnership Freeze Out

28. On March 6, 2019, on behalf of Got Space, LLC, I entered into binding Letter(s) of Intent("LOI") with the seller of the Mall Properties, Carlyle Partners, LLC, to purchase the two parcel, 88 acre, 550,000 square for, dark mall, for approximately \$6 million and was successful in negotiating this great purchase for the 100% benefit of my development company Gotspace. [Ex. 1, Swansea Mall LOI.]
29. In the course of McLaughlin's representation of myself and Got Space and my many other development companies, McLaughlin provided me with legal advice including but not limited to review of the Walmart lease which affected the property, Easements with Covenants and Restrictions ("ECR") with Walmart, the purchase and sale agreement, financing, and zoning and legal matters with the Town of Swansea (the "Town").
30. By way of example, in an April 13, 2019 email to McLaughlin, I updated George on the status of the deal, Walmart's agreement to the ECR, and the fact that his skill set, and his firm's name would be helpful in dealing with the Town. I also attached a letter, *in confidence*, regarding Walmart for McLaughlin's review. [Ex. 2, 4/13/19 Email to George.]
31. On April 13, 2019, I forwarded this email to Shane Brady ("Brady"), who I had previously agreed to joint venture the partnership that was to be Brady, Dick Anagnost and myself as equal, tenant in common 1/3 owners of the project. In exchange for my 100% control and assignment of my contract purchase rights, almost 12 million below what the bank was owed on the project, Brady immediately agreed to front 100% of the capital. I needed for the investment the partnership needed to close on the deal that was now, fast approaching.
32. In one of my many emails and numerous calls to Brady and Mr. Anagnost, I extolled the benefits of having attorney McLaughlin, as our permitting and zoning attorney. I also tapped McLaughlin personally, to advise on my deal with my two other partners, as McLaughlin had continually purported himself as my "secret investor" looking for a 10%

return on what ever money I have may needed. Where he bragged about how he was sophisticated and very experienced real estate lawyer/litigator and private money lender. Specifically, I mentioned McLaughlin's reputation in obtaining successful results for clients and wrote "George is the guy to get us a supermarket and whatever else we need on that site!!! The best dam 'land use bazooka litigator' you can get!" [Ex. 2, 4/13/19 Email to Brady.]

33. On April 14, 2019, I forwarded the Brady email. [Ex. 2, 4/14/19 Email to George.] At no time did George respond to any of these emails disavowing that he was providing me and my partners anything else other than legal advice to and/or for Ocean or my Got Space Companies and the newly formed holding company, Ocean Development Holdings. Which I had then set up for the beneficial stakeholders of this great project. As the multi-million dollar closing was fast approaching, McLaughlin, was insistent that he lend me some part of the funds needed and to tell Brady that he "McLaughlin" had my end covered. I had too much money now available, almost 2 million that Brady had committed for my financial investment into the deal.
34. Only did both Brady and McLaughlin, "bait and switch" me at the last minute, where now McLaughlin had demanded 20% stake and Brady demanded another 8% stake and I was forced into accepting a mere 5% stake, when the dust settled at the table. Whereas my true 33% stake is now worth well in excess of 20 million dollars in eventual development profits, long term cash flow and millions of dollars in tax benefits. I have still to this day, never received the full and final consideration for Gotspace's assignment of it's 100% beneficial contract rights. This past winter, at the direct tactical control Brady and his Attorney Partner, George McLaughlin, they have now attempted to silence my claims to the entire project and have in fact been working with Ray Green and the Spitalny family to financial ruin me.
35. Where McLaughlin had tried to extort over \$950,000 in cash from me, that was not due or owing to Brady or the partnership. If I did not pay, McLaughlin, through a demand letter from his office he served upon me, threatened to usurp my 5% stake and financial bankrupt me, in his pursuit of when all tolled almost 1 million dollars, that now Brady demand I pay or else I would forfeit my stake. What choice did I have, when in totality the very predatory debt collection actions that have now been launched against me, were actually used as further leverage to usurp over 20 million in profits, I was forced under financial and physical duress, to sign ownership papers over to my attorney and Shane Brady on the eve of their now three unlawful collection actions they had frivolously filed in the state courts of Massachusetts and Connecticut. Brady and McLaughlin had now benefited once again, as I had at one point, trusted both of them for business and legal advice, they have now usurped the rightful ownership away from my companies benefits, with their nefarious "bait and switch" to "loan to own" scheme.

McLaughlin's Nefarious Debt Collection Activity with his Co-Conspirators Shane Brady, Raymond Green, Joan Green, Thomas Quinn Peter Spitalny, Sam and Jake Spitalny and Stuart Borstien and their concerted Efforts to Usurp Gotspace Self-Storage Assets, Fiorillo 50% Equitable Ownership of Truestorage Portfolio, Ocean Investment Holdings Assets and Gotspace Data Assets and Gotspace Data Purchase Creditor Claims Against Verde Group, LLC

36. On or about May 20, 2019, Gotspace, under extreme financial duress and for NO tangible or adequate, equivalent or valuable consideration, was forced to assign to Brady and McLaughlin GF, SMI, the extremely valuable purchase rights I had bargained from the sellers of the Swansea Mall. Ocean and myself was “bait and switched” and extorted to take a sub-par minority stake and loose upwards of 20 million dollars in future development equity. The final Brady and McLaughlin drafted, Tenants-In- Common Agreement subsuquent operating agreements (the “TIC Agreements”) which when it was said and done, defined McLaughlins rebuked interests in what Fiorillo once hoped to be, Oceanside at Swansea Centre, the southeastern Massachusetts premier 250 million dollar luxury apartments, retail and dinning destination development, with Swansea Town Hall has the focal point of the entire project. As the deal shook out GF 57%; “Brady” Swansea 19% “Anagnost”; SMI 19% “McLaughlin”; and Ocean with is minute 5%. Whereas if I did not agree to execute a pre-drafted operating agreement that was presented to me by Brady and McLaughlin, that had the most egregious “gag clauses” and “whistleblower” covenants, I was to receive nothing of the deal nor even get my initial deposit back from my initial binding contract to purchase. A true and correct copy of an unsigned copy of the final TIC Agreement is attached hereto as Exhibit 3.

Mcalughlin and Brady Release Partnership Freeze/Push Out Usurp of Swanea Mall

We have still not been provided any of the true and accurate and fully executed agreements, nor have I been provided any corporate disclosures or transparency nor tax information, even though Brady had demanded that I signed personally on an 8 million dollar development loan to Eastern Bank. Where even as most recently as last month, I was frozen out of the project and now just recently forced to turnover my 5% stake under duress by Ray Green, Peter Spitalny and the rest of the crew . I have now been informed by Brady himself, that he and George McLaughlin, where out to financially ruin me, but not after such McLaughlin .

re McLaughlan and Brady. In their the attempted extortion of a full release of my 100% equitable rights and future development opertun to the entire Swansea Mall Project and their attempts of sleeping their “poison pill global release of all my real estate claims to the intellectual property of Truestorage. The company, brand name and digital SEO “www.trustorage.com, my 2nd self-storage brand after Gotspace Storage, I had formed many years earlier, where I had created and concept ed and sought out some of the most value add self-storage opportunities in New England and beyond and made a partnership with, Shane Brady as 50/50 partners.

Where I had , “showed him the ropes” introduced him to my National Partners and turned over well over 250 million in self-storage development opportunity pipeline that I had invested my time, money and usup in over the multiple prior years I was development has now entered into binding purchase contracts to sell the Swansea True Storage for over 22 million dollars, and 7 other Truestorage facilities that I have a 50% interest in, where Brady stands to make upwards of 100 million in gross profit and has told me, I was not to receive my 50% profit. but the attached document is the same as the fully executed version.

37. No later than the summer of 2021, my lawyer-client and business relationships with George had deteriorated and McLaughlin began associating with and representing several parties directly adverse to my businesses including but not limited to Gotspace Data

Equity Fund, LLC; Gotspace Equity Fund I, LLC; Gotspace Equity Fund 1, LLC¹, Got Space, LLC, other of my business interests including Ocean, and me personally.

38. By way of example, in a letter dated September 27, 2021 sent on McLaughlin's firm letterhead and mailed to me as Manager of Ocean, George demanded payment \$610,473.04 and threatened to strip me of my ownership interest in the property. George signed the letter "Sincerely, The Owners, By: George McLaughlin, III. As such, after representing me with the regard to the purchase of the Mall Property, George subsequently became a part owner of the property and then commenced representation of GF, SMI, and himself against me and Ocean with regard to the exact same deal and property. A true and correct copy of George's September 27, 2021 letter is attached hereto as Exhibit 4.
39. In late 2019 and early 2020, McLaughlin represented and advised myself and Got Space, LLC related to the company's purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts with other investors. Among other things, George advised me and the company with regard to the purchase and sale agreement and amendments thereto. Their representation included important legal advice against indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and company finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that me and my then business

¹ Gotspace Equity Fund I, LLC and Gotspace Equity Fund 1, LLC are hereinafter referred to collectively as GEF partner Brian Sheehan each wire \$30,000 to our digital, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 5.

Gotspace and Ocean's

40. During the summer of 2021, McLaughlin also began working with and he adversed representing plaintiffs in this action, Samuel B. Spitalny, Jacob L. Spitalny, Stephen Quillinan, and S&Q Data, LLC ("S&Q") (collectively the "Spitalny Actors").
41. I own a controlling interest in Gotspace Data Equity Fund, LLC ("Gotspace Data") and am its sole manager. On February 2021, I executed a promissory note to the Spitalny Actors (the "First Note") by which they agreed to provide a \$5.15 million loan to fund Gotspace Data's data center development business and Gotspace Data agreed to repay the note on or before December 20, 2021. [Dkt No. 1, Ex. 1 thereto.] The First Note does provide for additional funding by the Spitalny Actors.
42. The Spitalny Actors have an equity stake in the Gotspace Data deal by and through S&Q and Stephen Quillinan individually.
43. On August 4, 2021, I negotiated a new note (the "Second Note") with the Spitalny Actors to pay off the First Note and provide additional financing for Gotspace Data's data center development projects of approximately \$4 million. My signature was notably notarized by Raymond Green's employee, Spiro Stylianopoulos. The total amount to be loaned under the Second Note was to be \$9.65 million. A copy of the Second Note is attached hereto as Exhibit 9.

44. The Spitalny Actors agreed to the terms of the Second Note, I signed the Second Note on behalf of Gotspace Data, and the Spitalny Actors provided the \$950,000 of the loan funds to the company in August 2021.
45. Thereafter, the Spitalny Actors failed to make any additional payments on the Second Note even though they knew that Gotspace Data required the financing to continue its business operations and pursue the lucrative data center development opportunities I brought to them. This breach of the Second Note has caused irreparable harm to Gotsapce Data and myself personally. It has crippled my company's ability to pursue the time-sensitive data center development opportunities necessary to be a successful hyper scale development venture.
46. On information and belief, it is my understanding that McLaughlin was representing the Spitalny Actors throughout the summer of 2021 and McLaughlin represents them in this action.
47. McLaughlin has substantial confidential and privileged information about me and my various business interests by way of their representation of me in the aforementioned matters. As such, George has confidential information about my personal and business finances that he can and is using for the benefit of the Spitalny Actors in this action.

48. In late 2019 and early 2020, McLaughlin and the Firm represented and advised me and Got Space, LLC related to the company's purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts. Among other things, McLaughlin advised me and the company with regard to the purchase and sale agreement and amendments thereto. Their representation included important legal advice to indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and corporate finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that I would then wire \$30,000 to one of his shell companies and restructure Rising Tides, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 6.

George Mcclaughlin

49. At the January 14, 2022 hearing in this action, conducted by Zoom, which I was logged into and observed, George admitted that he is a part now 3 to 4 different owner of many properties that my company obviously .

50. As McLaughlin, the Firm, and the Spitalny Actors admit in their Emergency Motion in Opposition to Green's Motion for Writ of Attachment in Suffolk Superior Court Action No. 21-2950 (the "Green Action"), I own a controlling interest in GEFI. [Green Action Dkt. No. 6.]

51. I am the sole Manager of GEFI. A copy of the Entity Report for GEFI printed from the Massachusetts Secretary of State's website is attached hereto as Exhibit 7, *accessed January 14, 2021.*]

52. Initially, S&Q, LLC was a manager of GEFI. However, by written agreement of a majority of the members of GEFI, S&Q, LLC was removed as a manager of GEFI consistent with the terms of the company's operating agreement.

53. Contrary to the allegations in the Spitalny Actor's Emergency Motion in Opposition to Green's Motion for Writ of Attachment, S&Q, LLC is not a manager of GEFI.

54. As the sole Manager of GEFI and as owner of a controlling interest in the company, at no time did I retain or agree to retain McLaughlin or the Firm as counsel for GEFI.

55. Neither S&Q nor the Spitalny Actors had any authority to retain McLaughlin or the Firm as counsel for GEFI to bring Suffolk Superior Court Case Nos. 21-2894-H (the "Spitalny Action") or for any purpose.

56. To the extent that McLaughlin purports to or did represent GEFI at any time, by way of this affidavit and in my capacity as GEFI's sole Manager, any such representation is hereby terminated and McLaughlin is not authorized to maintain any action on behalf of GEFI or represent GEFI in any manner.
57. Starting in September 2021 and through early December 2021, Attorney Neil Kreuzer sent several Notices of Disqualification McLaughlin advising the firm of their impermissible conflicts between me, their current clients, and themselves and demanding that they cease and desist taking any positions adverse to me, the Gotspace entities, and/or any other of my businesses. Attorney Kreuzer has provided these notices to me and true and correct copies of several of the notices are attached hereto as Exhibit 8.
58. McLaughlin has refused to stop taking positions adverse to me and my business interests, have denied they ever represented me or my businesses at any time, and have and continue to refuse to stop taking positions adverse to me and my businesses.
59. McLaughlin continues to exploit the confidential information he learned from his representation of me and my businesses to gain financial leverage against me with regard to the Swansea Mall and his representation of himself and the other owners against me. He has and continues to use my private and confidential information learned from his many year representation of me to the advantage of his current clients, the Spitalny Actors, Stewart Bournstien and Thomas Quinn., so that he put me in disadvantageous financial and business positions in an effort to force me to give up valuable interests in the Gotspace Data venture.
60. In conversations with McLaughlin in 2021, he tried to bully me into paying him a \$100,000 cash "retainer" and to give him 50% of my interest in various properties in which I have substantial ownership interests. In exchange, he promised to deal with the Spitalny Actors, who were obstructing the data center development venture. He suggested that if I did not agree, my life could be in danger. George has made clear to me that he wants to obtain an ownership stake in the Gotspace Data venture, and he is using my private and confidential information against me to force me into surrendering part of my interest in the same to him.
61. At no time in my individual capacity or my capacity as manager and/or controlling owner of the Gotspace Entities have I given any consent to the McLaughlin Lawyers to represent the Spitalny Actors or anyone else against me or my companies. I never will. If I were to do so, I would be in breach of my fiduciary duties to the Gotspace Entities and their other investors and owners.
62. At no time through the present have the McLaughlin Lawyers contacted me to request my informed, written consent to allow them to represent or work with the Spitalny Actors or anyone else in a position adverse to me or the Gotspace Entities.
63. At no time through the present did George ever disclose to me or explain that his representation of me in the Mall Property and ownership interest in the same could and

likely would, lead to actual conflicts of interest between me, him, and/or other of his clients. He did not advise me to retain separate counsel to advise me on whether such arrangements were prudent given the potential for conflicts.

Signed under the pains and penalties or perjury,

Dated: January 19, 2022

/s/ Nicholas Fiorillo

Nicholas Fiorillo



CERTIFICATE OF SERVICE

I, Roshan Jain, attorney for Defendants Nicholas Fiorillo, Gotspace Data Equity Fund, LLC, and other related Gotspace Reach and Apply Defendants, hereby certify that I caused a true copy of the within document to be served upon the following via e-mail on January 19, 2022:

George A. McLaughlin, III, Esquire
Joel E. Faller, Esquire
Mathew E. Burke, Esquire
THE McLAUGHLIN BROTHERS, P.C.
One Washington Mall, 16th Floor
Boston, MA 02108-2605
giji@mclaughlinbrothers.com

/s/ Roshan Jain
Roshan Jain

12/16/2021

Complaint and Disqualification of Jeffery Hellman– For Violations of the Rules of Professional Conduct and Notice of Conflict and Request of Tribunal of Immediate and Permanent Disbarment from Connecticut Board of Bar Overseers
additional facts

Dear Chief Disciplinary Counsel

Brian Staines,

I am of the belief, through a preponderance of the evidence presented to the tribunal, Jeffery Hellman has continually played an active role in a large scale illicit Loan Sharking Racketeering Enterprises, in violation of multiple state, federal and local laws and regulations and continues to commit multiple illicit predicate acts in violation of the Federal& State Laws of **RICO 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT**.

Whereas, Nicholas Fiorillo and my various real estate development companies have been victimized by Attorney Hellman's control of the criminal collection activities at the direction of the Raymond & Joan Green & Spitalny Family Criminal Enterprise "RJGSF". In his role as the consigliere of the criminal enterprise and the illicit actions they have taken against my various real estate holdings & data developments opportunities, in the states of Connecticut, Rhode Island and Massachusetts.

Whereas, I am being targeted as a victim of the RJGSF Racketeering group where Hellman is the Attorney in Fact of the criminal enterprise, where I am being continually extorted, threaten and harmed at the direction of the leaders of this loan sharking enterprise. Where Hellman is the lawman that is purporting to be a legitimate attorney and forwarding their highly illegal attempts to collect unlawful rates of interests and demand for land and intellectual property. By and through Hellman's extortionistic demands that he concocted, designed and deployed from the onset as one of the legal brains behind the enterprises RICO "loan to own", money and property embezzlement racket, that Hellman and his other legal accomplices are perpetrating against me to usurp property and money not rightfully due or owing them. This criminal enterprise, along with Hellman, are using their unlawful collection activities to extort millions of dollars and properties throughout New England and my Connecticut companies interest and multi-million dollar investments and bonified contracts to over 1500 acres of land in the state of Connecticut that is now entitled to develop hyper scale data centers on.

Where my companies, have contractual rights to acquire and develop, what could be worth as much as \$150,000,000 dollars in digital infrastructure. Whereas, Attorney Hellman is clearly working with this criminal enterprise to usurp monies and property not due or owing to the

RJGSF RICO enterprise, this group of individuals that continue tortuously and recklessly attempt to conspire and collect millions of dollars and usurp land and contracts, not due or owing, and collect his fraudulent legal fees. Hellman's demand of these frivolous legal fees along with demand to pay off the usurious RJGSF \$4,300,000 loan advances that are not do or owing and are voidable are clearly frivolous, usurious and suspect at best. Hellman's attempts of extortionistic demands to pay up to 150% interest payments, other monies and property, are illegal. Hellman actions continue in this illicit predatory collection scheme he has been participating in and been perpetrating against me are unlawful. Hellman has violated numerous provisions of the CONNECTICUT RULES OF PROFESSIONAL CONDUCT with focus on his failure to maintain any of the rules of integrity of the profession, he currently is afforded to practice in. Where I am hopeful the board will look to immediately suspend Attorney Hellman, turn this complaint over to the Connecticut Federal Authorities and work with my legal team to see that justice is done.

Nature of the Disqualification and Conflict Identification of Predicate Acts Committed Against Complainant & Plaintiff R.I.C.O. 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT

Over a matter months, Jeff Hellman's extortionistic and nefarious "bait and switch" collection activities, last minute unrelated demands to release upwards of \$100,000,000 in potential damage claims in other states, he has demanded against me for the benefit of the RJGSF Enterprise, is unfair, deceptive and highly illegal in nature. His most recent attempts to "trick and trip" me into an unfair and predatory settlement agreement and pay him his own legal fees no due or owing, was his finest performance to date. Hellman's manipulation of the US Mail system and his tortuously deceptive filing of a frivolous legal action against me, timed to his purported settlement agreement demands of paying upwards of 150% interest monies is usurious. The filing of his nefarious suit under the guise of fruitful settlement negotiations to extort the collection of his clients unconscionable debt and turnover of property is illegal. Hellman's further demands of his own frivolous legal fees, be paid in cash and up front, coupled with his demands of usurious monies and interest not due or owning, demanding in excess of 150% to the benefit of the RJGSF loan sharking advances are usurious, nefarious and are illegal and predatory in nature. The upwards collection of almost \$1,300,000 in interest alone in 5 months, after my company has already paid back well over \$3,000,000 of the loans principal, that he and his clients never had any intention of really honoring the loan commitments in the first place is criminal.

Hellman's rouse most recently, is now his new ill fated attempt to collect over \$1,000,000 in "pure blood money" by placing me under financial and physical duress, where he has been informed, I have been in fear for my life and the lives of my family, if I do not pay up, settled to my detriment and turn over upwards of \$15,000,000 dollars in clearly usurious monies previously paid and settle away my claims to property already lost to the RCGSF criminal enterprise. Where Hellman has been clearly and consistently leveraging the innocent escrow

department of CATIC, where almost \$3,000,000 is actually in escrow and 300% over collateralized their balance of blood money.

Hellman's Continued Tortuous Interference with Contracts and Usurious Demand for Legal Fees, Property and Money

Jeffery Hellman filed a frivolous lawsuit with the only intention to tortuously infer with the Gotspace and Ocean Developments Precinct 1 path to acquire the 1500 acres, where there demand of \$1,000,000 and the 150% usurious interest they have attempted to collect is Hellman's "bloody red herring" legal guise that paints RJGSF Loansharking Enterprise a fabricated unsecured in such usurious collection activities. Hellman is clearly one of the top Capo's of this criminal enterprises and is playing a sick twisted and financially murderous game with CATIC. Hellman has come off the rails and is abusing the system and the escrow protections of CATIC in his sophisticated "STICK UP" with his petty demands with the RJGSF "legal gun or the data dirt and money" extortion demands and collection attempts. Hellman's sole purpose to usurp hundreds of millions of dollars in land contracts and intellectual property that my company owns, land and real estate in other states, as he attempts are underway in stripping my equity away, in this loansharking scheme.

Hellmans Last Stand and illicit Notice to CATIC and Demand for Legal Fees

Last night's stunt and stick up, to demand cash payments up front, without a signed and executed loan modification and extortionistic payment of his legal fees or else there would be no settlement and wind-down with CATIC as was negotiated in good faith and promised. In my opinion, this was Hellman's last stand and final hour, in the state of Connecticut as a respected attorney worthy of the privilege to practice law. As of this afternoon, with possession of our good faith payment, Hellman has begun his back peddling and now knocked himself right off his illicit tricycle, he has tried to run me over with. Hellman is now attempting to extort CATIC and my companies and the turning over of almost 1500 acres of land contracts, in the state of Connecticut and over \$5,500,000 dollars in good faith deposits, that have been invested the the contracts of land. CATIC and every other attorney involved in the contracts of the land, all know, Hellman's client is 300% over collateralized in cash at CATIC. In addition many other of our properties, such 18 Mill Street, Southbridge, 70 Winter Street, Worcester 39-41 Terrace, 3 Kales Way, Harwichport and 188 Mount Vernon, Newton, 254 Westfiled Street, Dedham are pledged as additional collateral, having an additional \$15,000,000 in equity to secure the "blood money" left in CATIC. Where it is "crystal clear" that Hellman is in fact the RJGSF criminal consigliere that believes the Connecticut Rules of Professional Conduct do not apply to him. Whereas, Hellman continues to extort and pursue the illicit "loan to own" and "loansharking" scheme and forward the objectives of the RJGSF criminal enterprise against myself, my companies, my partners and my property businesses. The RJGSF Enterprise is clearly working intimately with Hellman and is truly after the 1500 acres of land in Connecticut and is using the guise of a lawful debt

collection activity to extort and usurp monies and property that is not rightfully Hellman's or the RJGSF Enterprise. This is just one giant "boobiemeister" that is being engineered by Jeffery Hellman to financially ruin me and harm my businesses.

Jeffery Hellman Conspiracy to Collect Unlawful Debt – In Cooperation with Attorney's Previously Reported to be in the RICO RJGSF Enterprise at the BBO in Massachusetts & New York

Hellman been conspiring with Attorneys McLaughlin, Smalls, Prokop, Erlain, Hellman, Neggos and James Levin. Where as all of these individuals over the last year and a half, are attempting to perpetrate a sophisticated usurping of upwards of \$100,000,000 in monies and equity of my various real estate development companies, family home and data development businesses for the benefit of their unlawful legal fees and many millions of dollars and property being usurp by the RJGSF Racketeering Enterprise. Hellman is working in a concert to ruin me financially and usurp legal fees and property from myself and my companies not due or owing him or the RJGSF Criminal Enterprise, He is doing so with full tactical knowledge of my claims, actionable causes and prior explicit notice that he was attempting to thwart my rights to seek legal action against him and the RJGSF Enterprise, where he has been using his unlawful debt collection activities to silence me, all the while knowingly attempting to collect usurious rates of interest and usurp property from me in the States of Massachusetts, Rhode Island and Connecticut.

Jeffery Hellman Conspiracy to Collect Unlawful Debt in Massachusetts and Rhode Island - Attorney's Previously Reported to be in the RICO RJGSF Enterprise at the BBO in Massachusetts & New York

Jeff Hellman, Joan Green and George McLaughlin have directed employees Spiro Steronopolis and Justin Murphy in a sophisticated "loansharking" company and have operated for over 45 years, as well oiled illicit hard money lending business. Where all these individuals, at one point or another, at the tactical control and direction of Ray Green and often Attorneys Joan Green, Jeffery Hellman and George McLaughlin, knew that they were committing extortion and where in fact attempting to collect a usurious debts, well in excess of the states usury laws. All these attorney's acted as the "consiglieres" of what I believe is a an illicit Loan Sharking Racketeering Enterprises, in violation of multiple state and federal predicate acts of the 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT. Whereas, both Joan Green and Jeff Hellman and George McLaughlin perpetrated very complex "loan to own" scheme over many years against me and my companies to their benefit and financial gain. They continue to harm me, through their multiple illicit schemes of extortion, loan fraud and predatory and unconscionable demands of usurious rates of interest and demands of legal fees, in clear violation of multiple states and federal laws and rules of professional conduct. As George McLaughlin and Hellman and others have collected by force, fear and intimidation of loss of life and financial losses, by and through multiple extortionistic demands of money and property, not do or owing them or the

RJGSF Criminal Enterprise. They have used these collection activities that are unlawful in criminal nature purposefully designed to intimidate and extort and tortuously interfere with contracts for land with Ocean Development Precinct 1 and CATIC and collect in well excess of \$25,000,000 dollars in usurious monies and property not due or owing.

Jeffery Hellman the Capo and Consigliere of the RJGSF Enterprise In the states of Connecticut, Massachusetts and Rhode Island

Jeffery Hellman has been in charge since late August of 2021 in the collection and usurping of what is I believe almost \$12,000,000-\$25,000,000 in "blood money" that was ill gotten by the RJGSF "loan sharking and loan to own schemes" where he is aiding an abetting the predatory collection of monies at usurious rates of between 45% -150% interest on funds advanced and sometimes never advanced. To my companies and our data development projects and other real estate property interest, that the RJGSF has usurped by and through their ongoing multi-year extortionistic loan to own, loan sharking company. Their sole purpose was to collect interests not due or owing and usurp properties they do not own. In just one of the many and most recent instance of extortion Hellman participated in, Mr. Green and Ms. Green demanded I sign over a lot of land in Newton, or else they would foreclose on my family home. Joan and Ray Green had no ownership in the land, nor a claim to this land , but demanded the land be deeded over to them under threat of extortion and duress.

At this point vague and explicit threats of bodily harm by and through Attorney George McLaughlin to me personally he had made to me, along with Thomas Quinn and Stuart Bourstien, all of these people said I was going to end up dead, if I did not turn over and succumb to the the RJGSF demands. Whereas, Hellman was well aware of these threats to my life and he pressed on and was an active participant in the RJGSF criminal conspiracy against me. Thomas Quinn, George McLaughlin, Ray Green and Stuart Bourstien told me, the Spitalny Family from Albany, New York where going to have me killed, if I did not settle with them and sign over equity in my companies and pay millions of dollars to George McLaughlin. Hellman has been the one of consigliere's for Ray and Joan and the Spitalny Family have conspiring in a consorted effort amongst themselves to collect and attempt to extort both monies and equity in my companies, Gotspace Data Partners, Gotspace Development and Gotspace Storage

The RJGSF Racketeering Enterprise has bilked millions of dollars in cash and equity from me and my companies, over many years, in some but not all of the following companies. Ocean Development Precinct 1, Gotspace Data and Development and their affiliated companies, Blackstone Lofts LLC, Ocean Realty Partners, LLC, Ocean Development, Ocean Development RI. Jeff Hellman continues to illegally usurp property and monies from the developments of Ocean Development Precinct 1 and 188 Mt Vernon LLC; Gotspace Development, Ocean Investment Holdings and many of my affiliate partnerships corporations, from at least 2010-2021 by and through their operation of the Ray Green & Jeffery Hellman "RGJG" Loan Sharking operation in violation of 18 USC Ch. 96:

Jeff Hellman has been the Racketeering attorney in varying capacities and has been working to destroy my companies and myself at all times and to my detriment, in fear of my life and those of my family and financial losses. Most recently, as a retaliation of reporting Joan Green and the other attorney's to the tribunals. Jeff Hellman had "turned up the heat" as he put it, where I had from the onset, accused him early on, he was collecting a usurious debt. Hellman continues to participate in numerous "shake down" meetings, phone calls and predatory extortion attempts against myself and my companies Gotspace Data, Ocean Development Precinct 1 that are continuing until this day. Where Hellman and the RJGSF Enterprise made even more demands usurious and extortionistic demands against Gotspace's development, Ocean Development Precinct 1 with the intention to tortuously interfere with ODP1 development of Data Centers throughout New England.

Where Hellman and the RJGSF were demanding cash payments and legal fees not due or owning them, or else they would "Blow Up" my companies and "Pull the Trigger" at CATIC. Hellman had been warned by our attorney's and CATIC, there was excess collateral and the RJGSF was almost 300% collateralized. Hellman's modus operandi was to cause CATIC to pay all deposits on the 1500ac in court in order to tortuously interfere with the companies fast approaching acquisitions of the 1500 acres. Hellman deviously planned this conspiracy with tactical purpose and negligent motives. He often boasted, Bankruptcy was where I was headed, and bragged about his evil plan, the CATIC action would trigger all the sellers to cancel contracts and Gotspace would loose it's rights to purchase and upwards of \$100,000,000 dollars in potential equity and value creation .

Notice to Hellman of Attorney Kevin Salvaggio's contact with the US Attorneys Office of the First District of potential criminal usury law violation(s)

Beyond demanding, I pay Hellman his frivolous attorney fees last night and agree to a 150% usurious money demand and sign away my actionable legal claims against the RJGSF, under his sinister quid pro quo to pay up or else ! Hellman doubled down, at the last minute and asked for even more monies, but would not honor the agreement to safe harbor. He is despicable and extorted monies with no assurance he would notice CATIC to stand down. I was instructed by counsel to make such good faith payment to stop the RJGSF Criminal Enterprise. Hellman promised, if we make a good faith payment he would NOT "Blow the Company Up", I then wired him his blood money. I have told Hellman and all involved since at least mid September 2021, I felt the needed to contact the federal authorities about what had transpired and was in fear for life and safety of my family and myself. Over the last few days, I engaged Attorney Kevin Salvaggio and during his initial and now detailed case intake and review of our actionable causes against the RJGSF, he felt it best to make an inquiry with the US Attorneys Office. It is my understanding that at my direction he has provided them with a cursory review of the salient facts. Salvaggio maintains concern that I may be a victim of a continuing criminal/civil enterprise. I have noticed all concerned parties, I

was in fear for my life, in hiding and dealing with the emotional distress of the specific threats from the various individuals operating with the RJGSF Criminal Enterprise. As of this moment, I am gravely concerned for my physical and financial well being continued and outright extortion attempts from the RJGSF Enterprise and if I do not begin turning over monies and properties not due or owing the criminal enterprise, I will be killed. Mr Jeff Hellman has been completely aware of my duress and fear for my life safety and Hellman has been told numerous times that my life was threaten by at least three of the groups and individually within the Racketeering Enterprise. Jeff Hellman continues to be directly been involved in an extortion plot to take away a "plot of land" in Newton Massachusetts. and affiliate companies, where all these loan advances by way of agreement, modification and or, upwards of 10 years, such these loan advance, RCJG would not require any monthly interest payments, nor charge me default rates on such loans.

Where this individuals and their attorneys clearly are acting in a consorted effort to forward their own self-dealing legal fees, extortion of properties and perpetrate on behalf of their own clients, multiple predictably acts in violation of 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, being that Hellman is a practicing attorney, being involved as an attorney working with, conspiring with one of the other members of the the RJGSF Enterprise and has know or should have know, that such illicit loansharking and predatory collection activities where on going. I am of the belief the Jeff Hellman is now guilty by association to enterprise and not free from the civil or federal and state prosecution of such Racketeering Acts. Where some or all of the other currently licensed attorney's in their specific states are either identified in this formal complaint to the Board of Bar Overseers in this state or will be shortly identified in their subsequent state for such crimes.

It is crystal clear there are numerous and apparent conflicts of interest by demand legal fees from me, collecting of unlawful debts and being aware of the numerous other participants in the RJGSF Enterprise of a matter of years over multiple real estate transactions and actually conspiring to collect a clearly usurious debt in excess of over 150% at the tactical direction of the previously convicted felon, Peter Spitalny and other members of the RJGSF and the Spitalny family and his sons Jake and Sam. Where Jeffery Hellman is clearly conflicted and disqualified for his active role in this large scale criminal conspiracy to ruin me financially, possible kill me and steal away, my companies equity, development rights and many millions and millions of dollars that I have invested over the years. I am of the belief that each and every attorney aforementioned have completely run pig wild over the Rules of Professional Conduct that is governed by their states and not one of these so called attorneys believe any of such rules apply to them.

As I have now complained to the tribunal here in Connecticut and have filed other multi-faceted formal complaints against other attorney participants. I have filed this complaint against Jeffery Hellman for his despicable actions and I intend to seek the protections afforded myself in the state and federal court system and will be seeking advice, direction and protection from this Racketeering Enterprise. It is quite obvious that, Hellman has troves of

sensitive information about me, and my business transactions that he is sharing with the RJGSF Enterprise and is using such information to my detriment in his attempts to collect a usurious debt. This is not only unethical, but also illegal.

As I have attempted to identify here in this instant complaint notice, this group is working in unison in a very complex racketeering conspiracy. I must expose the group for what they have done and are continuing to do up and until this very day. I have attached below the various other complaints and a limited number of substantive documents to help the tribunal understand the over all large scale conspiracy. Jeff Hellman and McLaughlin and Joan Green and should not be allowed to practice law any longer and they must be stripped of their law licenses immediately. They are active conspirators in what is obviously a large scale criminal enterprise to extort monies in excess of 150% interest and turnover land, that's not doing owing them. I am under duress and in fear of possibly being killed. I have been also extorted out of my house and home and in fear of loosing millions to the RJGSF Criminal Enterprise from their extortionistic loan shark actives and be extorted out of millions of dollars in real estate contracts and potential profits have been realized with my various development and Connecticut data development projects throughout New England.

I can be reached at my cell phone at 508-776-7219 and I am quite concerned for my safety at this time and I'm hopeful the tribunal could move swiftly to disbarment of Jeffery Hellman.

Sincerely

Nicholas Fiorillo

VERIFIED AFFIDAVIT

12/10/2021

Complaint and Disqualification of Jeffery Hellman – For Violations of the Rules of Professional Conduct and Notice of Conflict and Request of Tribunal of Immediate and Permanent Disbarment from Connecticut Board of Bar Overseers

additional facts

Dear Board,

I am of the belief, through a preponderance of the evidence that will be presented to the tribunal, Jeffery Hellman has continually played an active role in a large scale illicit Loan Sharking Racketeering Enterprises, in violation of multiple state and federal predicate acts of the 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT. Whereas, Nicholas Fiorillo and my various real estate development companies have been victimized by Attorney Hellman's criminal collection activities at the direction of the Raymond & Joan Green & Spitalny Family Criminal Enterprise "RJGSF", that he has taken against my various real estate loans & data developments opportunities.

Whereas, I believe that I have been targeted as a victim by Jeffery Hellman, at the direction of the leaders of this loan sharking enterprise in their highly illegal attempts to collect unlawful rates of interests and demand for land and intellectual property, by and through Hellman's extortionist demands that were designed from the onset as a "loan to own" money and property embezzlement racket set up for Hellman and his accomplices to usurp property and money not rightfully due or owing to them. I am of the belief this criminal enterprise and Hellman are using their unlawful collection activities to extort my companies' interest and claims to ownership of over 1500 acres of land in the state of Connecticut that is now entitled to be built upon.

Where this land my company has contractual rights to acquire and develop, could be worth as much as \$150,000,000 dollars. Whereas, Attorney Hellman is clearly working with this criminal enterprise to usurp monies and property not due or owing to this group of individuals and collect legal fees from me that are frivolous and suspect at best in his demands for expressionistic payments of monies and property and his illicit predatory collection scheme he has been perpetrating against me. I believe he has violated numerous provisions of the CONNECTICUT RULES OF PROFESSIONAL CONDUCT with focus on his failure to maintain any of the rules of integrity of the profession, he currently is afforded to practice in and I am hopeful the board will look to immediately suspend Attorney Hellman and work with me to see that justice is done.

Over a matter months, Jeff Hellman's extortionist and nefarious "bait and switch" collection activities, last minute unrelated demands to release upwards of \$100,000,000 in potential damage claims in other states, I have against his clients in unfair and deceptive at best. His most recent attempts to trick and trip me into a unfair and predatory settlement agreement was his finest performance to date. Hellman's manipulation of the US Mail system and his deceptive filing of a legal action against me that he timed filing of his collection unconscionable demands of legal fees in cash and up front coupled with his demands of usurious monies and interest not due or owning and his demand in excess of 150% of his nefarious lending and interest fees, is illegal and predatory in nature. The upwards collection of almost \$1,300,000 in interest alone in 5 months, after my company has already paid back well over \$3,000,000 of the loans principal, that he and his clients never had any intention of really honoring the loan commitments in the first place is criminal.

Jeff Hellman's rouse most recently, is now his ill fated attempt to collect over \$1,000,000 in "pure blood money" by placing me under financial and physical duress, where he has been informed, I have been in fear for my life and the lives of my family, if I do not pay up, settled to my determent and turn over upwards of \$15,000,000 dollars in clearly usurious monies previously paid and property already lost to the RCGSF criminal enterprise. Where Hellman has been clearly and consistently leveraging the innocent escrow department of CATIC, where almost \$3,000,000 is actually in escrow and 300% over collateralized their balance of blood money.

Jeffery Hellman filed a frivolous lawsuit with the only intention to tortuously interfere with the Gotspace and Ocean Developments Precinct 1 path to acquire the 1500 acres, where there demand of \$1,000,000 and the 150% usurious interest they have attempted to collect is Hellman's "bloody red herring" legal guise that paints RJSF Loansharking Enterprise a fabricated unsecured in such usurious collection activities. Hellman is clearly one of the top Capo's of this criminal enterprises and is playing a sick game of "the legal gun or the money" demands and extortionist collection attempts with the sole purpose to usurp hundreds of millions of dollars in land contracts and intellectual property that my company owns land and real estate and stripping my equity away for years in this loansharking scheme, and now are attempting to extort the turning over of almost 1500 acquires of land in the state of Connecticut and over \$5,500,000 dollars in good faith deposits that have been invested in such 18 Mill Street, Southbridge, 70 Winter Street, Worcester 39-41 Terrace and 188 Mount Vernon, Newton, 330 Charger Street, Revere. Where they have continued to extort their "loan to own" and "loansharking" criminal enterprise against myself, my family, my friends, my partners and my property businesses.

They have also been conspiring with Attorneys McLaughlin, Smalls, Prokop, Erlain, Hellman, Neggos and James Levin. Where as all of these individuals over the last year and a half, are attempting to perpetrate a sophisticated usurping of upwards of \$100,000,000 in monies and equity of my various real estate development companies, family home and data

development businesses.

Sole Practitioner , Jeff Hellman and The Raymond C Green Companies and her husband have directed employees Spiro Stylianopoulos and Justin Murphy in a sophisticated "loansharking" company and have operated for over 45 years, as well oiled illicit hard money lending business. Where all these individuals, at one point or another, at the tactical control and direction of Ray and often Attorney Joan Green, acted as the "bosses" of what I believe is a an illicit Loan Sharking Racketing Enterprises, in violation of multiple state and federal predicate acts of the 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT . Whereas, both Joan and her husband perpetrated very complex "loan to own" scheme over many years against me and my companies to their benefit and financial gain through their multiple illicit schemes of extortion, loan fraud and predatory and unconscionable and usurious rates of interest in clear violation of multiple states and federal laws, as they have collected by force, fear and intimidation and multiple extortionist demands of money and property not do or owing them or their company.

Jeffery Hellman has been in charge since late August of 2021 in the collection and usurping of what is I believe almost \$12,000,000-\$15,000,000 in "blood money" that was ill gotten by their "loan sharking and loan to own schemes" where a they have collected a predatory and usurious rate of between 45% -150% interest on funds advanced and sometimes never advanced and to my data development companies and my other real estate property interest that they usurped by their multi-year extortionist loan fees not due or owing.

This "Bonnie, Jeff , George & Clyde "Ray Green" group bilked millions of dollars in cash and equity from me over the years in some but not all of the following companies. Gotspace Data Partners, Blackstone Lofts LLC, Ocean Realty Partners, LLC, Ocean Development 1, Ocean Development RI, Ocean Development , 188 Mt Vernon LLC; Gotspace Development, Ocean Investment Holdings and many of my affiliate partnerships corporations, from at least 2010-2021 by and through their operation of the Ray Green & Jeffery Hellman "RGJG" Loan Sharking operation in violation of 18 USC Ch. 96: RACKETEER real estate development and acquisition opportunities.

Jeff Hellman has been the Racketeering attorney in varying capacities and has been working to destroy my companies and myself at times and to my detriment and financial losses. Most recently, as a retaliation of reporting the other attorney to the MA BBO when Raymond C. Green and I had differences, Jeff Hellman has also participated in numerous "shake down" meetings and predatory extortion attempts against myself and my companies Gotspace Data, Ocean Development Precinct 1. Where Hellman up and until last night and Ray have Gotspace's development of Data Centers throughout New England where demanding cash payments and legal fee not due or owning them, or else they would "Blow Up" my companies and "Pull the Trigger" at CATIC and order them to pay all deposits on the 1500ac in court which would then trigger all the sellers to cancel contracts and Gotspace would lose its rights to purchase and upwards of \$100,000,000 dollars in potential equity and

value creation .

Beyond demanding I pay Hellman attorney fees, Jeff Hellman has also acted at the direction of her husband to collect usurious debt under threat of her husband (Raymond C. Green) my Attorney Kevin Savaggio had brought my case to the Rhode Island US Attorney's based upon the obvious and apparent criminal activities that have been ongoing, I have noticed all concerned parties I was in fear for my life, in hiding and consistent physical and financial threats against my safety and outright extortion of turning over monies and properties not due or owing Raymond C. Green. Mr. Jeff Hellman in has been completely aware of my duress and fear of life safety and has been told numerous times that my life was threaten by at least three of the groups and individually within the Racketeering Enterprise.

Jeff Hellman has directly been involved in an extortion plot to take away a "plot of land" in Newton Massachusetts. In just one of the many and most recent instance of extortion Hellman participated in was with , Mr. Green and Ms. Green demanded I sign over a lot of land in Newton, or else they would foreclose on my family home. Joan and Ray Green had no ownership in the land I had, nor a claim to this land , but demanded the land be deeded over to them under threat of extortion and duress and at this point vague and explicit threats of bodily harm by and through Attorney George McLaughlin, Thomas Quinn , and the Spitalny Family from Albany, New York. Hellman has been the Consigliere for Ray and Joan and the Spitalny Family have conspiring in a conservative effort amongst themselves to collect and attempt to extort both monies and equity in my companies, Gotospace Data Partners, Gotospace Development and Gotospace Storage and affiliate companies, where all these loan advances by way of agreement, modification and or, upwards of 10 years, such these loan advance, RCJG would not require any monthly interest payments, nor charge me default rates on such loans.

Hellman, taking orders from Ray and Joan Green, illegally using the us mail and electronic email communication to send out nefarious extortionist demands and further loan modification and loan instruments demand upward of 300% in additional lending fees and extortionist credit demands . Over the course of many years, upwards of over 100 Default Letters and Foreclosure notices with Hellman most recently, at the opportune moment to clearly extort and "bait and switch" myself and my companies and my prior victimized partners, into paying unconscionable rates of interests and deed over property not rightful theirs.

This very sophisticated Racketeering Enterprise Hellman fabricated and Lawsuit was clearly filled to tortiously interfered with the forward objectives of Gotsoace Data, so that the enterprise could steal the land and the company away from me illegal. Hellman's most recent demands coupled with a now discovered that I have been subjected to an unbearably 10 year victim of Loansharking through their RGJG despicable "Stockholm Syndrome". Now being in fear of my life and that of my family and at deaths financial door at all times with Gotospace Data and ODP1 and my other real estate and development companies. Where I

believe in a court of competent jurisdiction, I will see justice against these individuals, where the verdict delivered by the jury have determined that this illicit criminal enterprise has in fact existed and these certain individuals will be found guilty of multiple criminal and civil predicate acts of RICO. Where I am hopeful the this Board will stripe Hellman' ability to practice law and support me and my companies as we seek justice in court system as seek justice in actual and punitive damages against the RJSF Criminal Enterprise and Hellman individuals Joan and Ray Green and their other participants in their Racketeering Enterprise.

They promised that if I signed over the lot and released them for their crimes and agree to pay almost 150% interest of usurious monies and turned over equity in my various companies, that my home would be safe from foreclosure. Mr. Green and Joanne Green did not tell me that they in fact they already foreclosed on my house a week prior, intimidated my wife and kids and in fact had double crossed me and still demanded that succumb to their demands and those of the Spitalny Family and Thomas Quinn, I would surely be doomed, bankrupt and being sued by the consorted efforts of all the usual suspects and participants in their RGJG Racketeering Enterprise and Ray Green would make sure he would even cause my wife to leave me as he had already planned to "throw my family out on the street" and illegal posses my family home.

At that point, when they came to my home, Jeff Hellman arrived, and Mr. Green's employee Spiro Stylianopoulos demanded I meet with them at my house in Dedham at the direction of Mr. Green, where they demanded I sign over the lot in Newton, and both of them told me that if I did not sign, they were going to foreclose on my house.

I signed the agreement under duress. Despite this agreement, Mr. Green and Ms. Green proceeded to foreclose on my family home regardless in a secret and covert procedural deficient foreclosure action in clear violation Massachusetts foreclosure procedures and home owner protection and Covid Relief Forbearance of our state. Ms. Green and McLaughlin violated numerous rules and regulations of the BBO Attorney Code of Ethics and have run a muck of the rules of professional conduct, where they and the other attorneys identified in this complaint, continue to aid and abet their clients in their predatory loan to own and loansharking conspiracy to ruin me financially and quite possibly murder me.

Where this individuals and their attorneys clearly are acting in a consorted effort to forward their own self-dealing legal fees, extortion of properties and perpetrate on behalf of their own clients, multiple predictably acts in violation of 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, being that an any currently practicing attorney, being involved as an attorney working with, conspiring with any one of the other members of the the RGJG & Spitalny Family, has know or has should of know, that such illicit loansharking and predatory collection activities where on going. The very attorneys themselves are now guilty by association to enterprise and not free from the civil or federal and state prosecution of such Racketeering Acts. Where some or all the currently licensed attorney's in their specific states are either identified in this formal complaint to the Board of Bar Overseers in this state

or will be shortly identified in their subsequent state for such crimes. It is crystal clear there are numerous and apparent conflicts of interest from either being my attorney for years over multiple real estate transactions and even such as the prestigious firm of Jenner & Block, actually conspiring to collect a clearly usurious debt in excess of over 150% at the tactical direction of the previously convicted felon, Peter Spitalny and his sons Jake and Sam. Where Jenner and Block have also been conspiring to facilitate a \$35,000,000 loan advance to my enemies identified here today, whereas this firm is clearly conflicted and disqualified for their active role in this large scale criminal conspiracy to ruin me financially, possible kill me and steal away, my companies equity, development rights and many millions and millions of dollars that I have invested over the years. All the attorney's identified in this complaint have serious conflicts of interest, malpractice exposure and have certainly been participating in this Racketeering Enterprise Control by Ray and Jeff Hellman and the Spitalny Family and Thomas Quinn. I am of the belief that each and every attorney aforementioned have completely run pig wild over the Rules of Professional Conduct that is governed by their states and not one of these so called attorneys believe any of such rules apply to them.

As I have now complained to the tribunal and have filed a multi-faceted serious of formal complaints against McLaughlin, now here today do I file this complaint against Jeffery Hellman for her despicable actions, I have begun my process against the attorneys at Jenner & Block and I intend to seek the protections afforded myself in the state and federal court system and will be seeking advice, direction and protection from this Racketeering Enterprise. It is quite obvious that, Ms. Green and McLaughlin have troves of sensitive information about me, and my business transactions that there are both using to my detriment. This is not only unethical, but also illegal.

It appears that all the named "brothers and sisters" of the court system, seem to be very active participants in this extortion scheme against me and my companies, and together with Mr. Green and the Spitalny Family and McLaughlin their murderous consigliere, they all have been conspiring against me, to my detriment. Most if not all of these attorneys are each integral players in a very large-scale racketeering conspiracy to extort me for over 150% interest and foreclose on assets with monies that aren't due or owing to extort and usurp many millions of dollars in their illicit schemes to take over my company Gotspace Data Partners and Ocean Development and their affiliate holding companies.

As I have attempted to identify here in this complaint notice, this group is working in unison in a very complex racketeering conspiracy and I must expose the group for what that have done and are continuing to do up and until this very day. I have attached below the various other complaints and a limited number of substantive documents to help the tribunal understand the over all large scale conspiracy and some of the allegations that have been out there alleged against both Jeff Hellman and McLaughlin and other conspirators in what is a obviously a large scale criminal enterprise to extort monies in excess of 150% interest and turnover land that's not doing owing or them or else be possibly killed and be out of house and home and lose millions of extortionist loan shark payments and be extorted out of millions of dollars in

real estate profits have been realized with my various development and data development companies.

I can be reached at my cell phone at 508-776-7219 and I am quite concerned for my safety at the moment and I'm hopeful you could help me in this trying time.

Sincerely

Nicholas Fiorillo